



City of Tacoma, WA

**TRANSMISSION & DISTRIBUTION**

**REQUEST FOR BIDS**

**POWER TRANSFORMERS – 115KV 10/12.5MVA, 15/20/25MVA,  
AND 24/32/40MVA**

**SPECIFICATION NO. PT23-0154F**



**City of Tacoma  
Power Transmission & Distribution**

**REQUEST FOR BIDS PT23-0154F  
POWER TRANSFORMERS – 115KV 10/12.5MVA, 15/20/25MVA, AND  
24/32/40MVA**

**Submittal Deadline: 11:00 a.m., Pacific Time, Tuesday, November 14, 2023**

Submittals must be received by the City's Procurement and Payables Division prior to 11:00 a.m. Pacific Time.

For electronic submittals, the City of Tacoma will designate the time of receipt recorded by our email, [sendbid@cityoftacoma.org](mailto:sendbid@cityoftacoma.org), as the official time of receipt. This clock will be used as the official time of receipt of all parts of electronic bid submittals. Late submittals will be returned unopened and rejected as non-responsive.

**Submittal Delivery:** Sealed submittals will be received as follows:

**By Email:**

[sendbid@cityoftacoma.org](mailto:sendbid@cityoftacoma.org)

Maximum file size: 35 MB. Multiple emails may be sent for each submittal

**Bid Opening:** Submittals must be received by the City's Procurement and Payables Division prior to 11:00 a.m. Pacific Time. Sealed submittals in response to a RFB will be opened Tuesday's at 11:15 a.m. by a purchasing representative and read aloud during a public bid opening held at the Tacoma Public Utilities Administrative Building North, 3628 S. 35<sup>th</sup> Street, Tacoma, WA 98409, conference room M-1, located on the main floor. They will also be held virtually Tuesday's at 11:15 a.m. Attend [via this link](#) or call 1 (253) 215 8782. Submittals in response to an RFP, RFQ or RFI will be recorded as received. As soon as possible, after 1:00 PM, on the day of submittal deadline, preliminary results will be posted to [www.TacomaPurchasing.org](http://www.TacomaPurchasing.org).

**Solicitation Documents:** An electronic copy of the complete solicitation documents may be viewed and obtained by accessing the City of Tacoma Purchasing website at [www.TacomaPurchasing.org](http://www.TacomaPurchasing.org).

- [Register for the Bid Holders List](#) to receive notices of addenda, questions and answers and related updates.
- Click here to see a [list of vendors registered for this solicitation](#).

**Pre-Proposal Meeting:** A pre-proposal meeting will not be held.

**Project Scope:** Tacoma Public Utilities (TPU) is soliciting bids to establish one or more contracts with qualified vendors to fulfill the City's needs for Power Transformers – 115KV 10/12.5MVA, 15/20/25MVA, AND 24/32/40MVA.

**Estimate:** \$4,000,000.00

**Paid Sick Leave:** The City of Tacoma requires all employers to provide paid sick leave as set forth in Title 18 of the Tacoma Municipal Code and in accordance with State of Washington law.

**Americans with Disabilities Act (ADA Information:** The City of Tacoma, in accordance with Section 504 of the Rehabilitation Act (Section 504) and the Americans with Disabilities Act (ADA), commits to nondiscrimination on the basis of disability, in all of its programs and activities. Specification materials can be made available in an alternate format by emailing the contact listed below in the *Additional Information* section.

**Title VI Information:** "The City of Tacoma" in accordance with provisions of Title VI of the Civil Rights Act of 1964, (78 Stat. 252, 42 U.S.C. sections 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin in consideration of award.

**Additional Information:** Requests for information regarding the specifications may be obtained by contacting Sara Bird, Senior Buyer by email to [sbird@cityoftacoma.org](mailto:sbird@cityoftacoma.org).


**Protest Policy:** City of Tacoma protest policy, located at [www.tacomapurchasing.org](http://www.tacomapurchasing.org), specifies procedures for protests submitted prior to and after submittal deadline.

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## SUBMITTAL CHECK LIST

This checklist identifies items to be included with your submittal. Any submittal received without these required items may be deemed non-responsive and not be considered for award. Submittals must be received by the City of Tacoma Purchasing Division by the date and time specified in the Request for Bids page.

<b>The following items make up your complete electronic submittal package (include all the items below):</b>	
Signature Page (Appendix B) To be filled in and executed by a duly authorized officer or representative of the bidding entity. If the bidder is a subsidiary or doing business on behalf of another entity, so state, and provide the firm name under which business is hereby transacted.	
Manufacture Information (appendix B)	
Price Proposal Form (Appendix B) The unit prices bid must be shown in the space provided. Check your computations for omissions and errors.	
Record of Prior Contracts (Appendix B)	
Data Sheets for Items 1, 2, 3, 4 and 5 (Appendix B)	
Data Sheet for Failure and Price Adjustment (Appendix B)	
Data Sheet completed for each item (Appendix B)	
Proposal Notice (Appendix B)	
Complete set of reference drawings (reference section 9.1 and 10.4)	
<b>After award, the following documents will be executed:</b>	
City of Tacoma Contract (See sample in Appendix C) Must be executed by the successful bidder.	
Certificate of Insurance and related endorsements (Appendix C) Shall be submitted with all required endorsements	
City of Tacoma's Standard Terms & Conditions (Appendix C)	

## **1. MINIMUM REQUIREMENTS**

The Respondent shall be experienced in the design, manufacture, direct sale, and warranty service and support of this type of material or equipment to electrical power utilities in the United States. See Section 11.

The Respondent shall have a record of successful delivery, performance, design, manufacture, direct sale, and warranty over a period of 10 years or more to clients in the United States. The City shall be the sole judge of the Respondent's ability to meet the requirements of this paragraph.

## **2. STANDARD TERMS AND CONDITIONS**

City of Tacoma [Standard Terms and Conditions](#) apply.

## **3. INSURANCE REQUIREMENTS**

Successful bidder will provide proof of and maintain the insurance coverage in the amounts and in the manner specified in the City of Tacoma Insurance Requirements contained in this solicitation. (See Appendix C)

## **4. DESCRIPTION OF WORK**

Tacoma Public Utilities (TPU) is soliciting bids to establish one or more contracts with qualified vendors to fulfill the City's needs for Power Transformers – 115KV 10/12.5MVA, 15/20/25MVA, AND 24/32/40MVA. (Appendix A)

## **5. ANTICIPATED CONTRACT TERM**

This Request for Bids (RFB) will establish a five-year supply contract, for power transformers and associated spare parts on an as-needed basis, F.O.B. destination, freight prepaid and allowed, to owner-prepared transformer foundation within the Tacoma Power service area.

The quantities listed on the Price Proposal Form are an estimate based on the City's requested budget for the next five (5) years (see Section 22).

Delivery will be according to purchase order on an as-needed basis throughout the contract period.

The City reserves the right to increase or decrease quantities under this contract and pay according to the contract pricing (see Section 4.7 of the Standard Terms and Conditions).

## **6. CALENDAR OF EVENTS**

This is a tentative schedule only and may be altered at the sole discretion of the City.

Contract may be issued after Public Utility Board and/or City Council approval.

The anticipated schedule of events concerning this RFB is as follows:

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Question Deadline:	<b>10/30/2023</b>
City response to Questions:	<b>11/3/2023</b>
Submittal Due Date:	<b>11/14/2023</b>
Anticipated Award Date, on or about:	<b>December 2023 / January 2024</b>
Public Utility Board approval, on or about:	<b>December 2023 / January 2024</b>

## 7. INQUIRIES

- 7.1** Questions can be submitted to Sara Bird Senior Buyer, via email to [sbird@cityoftacoma.org](mailto:sbird@cityoftacoma.org) Subject line to read:  
PT23-0154F-Power Transformers – 115KV 10/12.5MVA, 15/20/25MVA, AND 24/32/40MVA – *VENDOR NAME*
- 7.2** Questions are due by 3 pm on the date included in the Calendar of Events section.
- 7.3** Questions marked confidential will not be answered or included.
- 7.4** The City reserves the discretion to group similar questions to provide a single answer or not to respond when the requested information is confidential.
- 7.5** The answers are not typically considered an addendum.
- 7.6** The City will not be responsible for unsuccessful submittal of questions.
- 7.7** Written answers to questions will be posted alongside these specifications at [www.tacomapurchasing.org](http://www.tacomapurchasing.org).

## 8. PRE-BID MEETING

No pre-proposal meeting will be held; however, questions and request for clarifications of the specifications may be submitted as stated in the inquiries section.

## 9. PURPOSE

This Request for Bids (RFB) will establish a five-year supply contract, for power transformers and associated spare parts on an as-needed basis, F.O.B. destination, freight prepaid and allowed, to owner-prepared transformer foundation within the Tacoma Power service area.

1. Tacoma Power will accept fixed price bids for transformers with price adjustment according to the conditions specified in Section 25. Tacoma Power's bid award methodology shall be per Section 24.
2. The equipment shall be designed, manufactured, and tested in compliance with the latest revision of applicable ANSI, NEMA, and IEEE standards, unless otherwise specified. If a conflict between standards exists, the more stringent shall be applied. The equipment must meet the minimum requirements as to quality, function and capacity as outlined in these Specifications.

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3. Any and all design, procurement, engineering, testing, and other services required of the Contractor to fulfill these Specifications shall be the sole responsibility of the Respondent and shall be included in the submitted price.
4. The preference is to award a single contract. However, the City reserves the right to split the award, reduce the award, or make no award, if it is in the City's best interest.
5. All items purchased as a result of this Request for Bids shall be new and unused.
6. Respondents may be required to submit samples of their product for evaluation prior to award. Products that fail to meet City standards or any of the Specifications herein may be rejected.
7. Should a Contractor fail to meet quality and/or availability requirements contained in these Specifications, the City may move to terminate the contract.
8. Note that the provisions found in Section 1 and Section 2 will prevail over any conflicting provisions found in the Standard Terms and Conditions of this RFB.
9. This solicitation may be found at [www.tacomapurchasing.org](http://www.tacomapurchasing.org): Navigate to Contracting Opportunities / Supplies Solicitations, scroll to this RFB and click the word Specification.

#### **9.1 ADDITIONAL INFORMATION TO BE SUBMITTED**

List the major components of the requested equipment and their manufacturer, outline drawings, weights, and a proposed nameplate.

#### **9.2 DEFINITIONS**

For the purposes of these Specifications, the following definitions shall apply:

<b><u>TERM</u></b>	<b><u>DEFINITION</u></b>
<b>RESPONDENT/BIDDER</b>	A potential Supplier offering a submittal to supply equipment in accordance with these Specifications.
<b>SPECIFICATION</b>	This document detailing the scope of supply
<b>SUPPLIER CONTRACTOR</b>	The successful Respondent(s) awarded a contract pursuant to these Specifications.
<b>SUBCONTRACTOR</b>	Any supplier of parts, materials and/or services to the Supplier under these Specifications.
<b>EQUIPMENT/MATERIAL</b>	A fully functional piece of equipment/material supplied and tested in accordance with these Specifications.
<b>ITEM(S)</b>	The specific equipment and/or services supplied by the Supplier under these Specifications.



<b>MANUFACTURER</b>	The original manufacturer of the equipment/material.
<b>ENGINEER</b>	The project engineer and/or City contact
<b>CITY</b>	The City of Tacoma, Department of Public Utilities, Light Division, d/b/a Tacoma Power.

### 9.3 ENGLISH LANGUAGE REQUIREMENTS

The English language shall be used in all drawings, bulletins and catalog information included with the submittal, as well as in all subsequent correspondence and submittals by the successful Respondent.

Factory test personnel or engineering field personnel, if required on customer's premises during delivery, shall speak technical and conversational English without need for an interpreter.

### 9.4 CONFIDENTIAL OR PROPRIETARY INFORMATION

Information that is confidential or proprietary must be clearly marked on each affected page. Further, an index must be provided indicating the affected page number(s) and location(s) of all such identified material. Information not included in said index will not be reviewed for confidentiality or as proprietary before release. See items 3.17 and 3.18 of the Standard Terms and Conditions Section 3 – Solicitation (Appendix B).

Marking the entire submittal as “confidential” or “proprietary” or “trade secret” is not acceptable and is grounds to reject such submittal.

## 10. MATERIALS, WORKMANSHIP AND TRADE NAMES

All material and equipment to be provided under this contract shall conform to the latest safety standards but in no case shall be contrary to the laws of the State of Washington and/or federal government. The equipment supplied shall meet appropriate ANSI, OSHA, WISHA, and all federal, state, and local standards for the type of equipment provided for its intended use.

Unless otherwise noted in these Specifications, all materials and equipment incorporated into any item covered by the specification shall be new and of the most suited of their respective kinds for their intended use. The successful bidder shall be required to furnish all materials necessary to perform contractual requirements. Material shall be manufactured in accordance with the best commercial practices and standards for this type of goods. All literature and products must be packaged and labeled to sell in the United States.

### 10.1 REQUIRED MATERIALS

To be considered by the City, all requests for substitution(s) shall be accompanied with the complete physical data, technical data, certified test results, manufacturer's catalog data, photographs, user's lists, failure data, samples, and the address of the nearest authorized

service representative. Any additional information, as required by the Engineer, shall be promptly provided upon request.

## **10.2 QUALITY ASSURANCE**

The Supplier shall have a quality assurance program in place that conforms to the requirements of ISO 9001, ISO 9002 and ANSI/ASQC Q91, ANSI/ASQC Q92 or equivalent acceptable to the City.

### **10.2.1 QUALITY ASSURANCE AUDITS**

The quality assurance program may be audited by Tacoma Power or its representative. The Supplier shall provide access to and copies of quality assurance documents, when requested, such as material certificates, inspection and test results obtained in the course of quality assurance, control charts and other quality documents compiled during the work.

## **10.3 MANUFACTURER'S DRAWINGS**

Drawings shall comply with the City of Tacoma CAD drawing standards and approval process (refer to Exhibits 1 and 2). See Section 19 - Schedule of Activities, for delivery requirements.

## **10.4 INSTRUCTION MANUAL REQUIREMENTS FOR BOTH THE HARD COPY AND ELECTRONIC VERSIONS**

In addition to the paper manual supplied inside the equipment/material control cabinet, an additional two (2) paper manuals shall be supplied for each unit purchased.

See Section 19 - Schedule of Activities, for delivery requirements.

Each instruction book shall include the following:

- a. Complete set of approved final drawings, including schematics, point-to-point wiring diagrams and completed nameplate drawings.
- b. Detailed instructions for the shipping, receiving, handling, storing and installation, including assembly instructions if field assembly required.
- c. Description of all component parts and accessories.
- d. Complete instructions covering operation and maintenance of equipment.
- e. Drawings showing dimensional details of bushings, connections, and terminations.
- f. Colored glossy photographs (8" x 10") showing the following:
  - A minimum of all four sides and top view of the assembled core and coil before the unit is tanked.

- Include photos of the inside of tank if shielding is present.
- The transformer serial number shall be displayed adjacent to the core and coil. It may be written on paper, wood, etc. The serial number shall be legible in the photograph and shall not obstruct the view of the core and coil.
- Photos of the completely assembled transformer on all sides and top.
- A clear and readable photo of completed nameplate including all fill-in data.
- Torque requirements for all bolts and nuts for assembly.
- Final test reports as outlined in Sections 31 and 32 of the Technical Provisions.

## 11. EXPERIENCE RECORD

Respondents shall provide with their submittal the Record of Prior Contracts as an experience record of the equipment quoted in their proposal, compiled on the service history with electric power utility systems in the United States of America.

## 12. TERMINATION AND CANCELLATION SCHEDULE

This Section modifies subsection 4.23 (Termination) of the Standard Terms and Conditions Section 4 – Supplies by adding the following:

In the event the City terminates the contract without cause, the following cancellation payment schedule will be used. The Respondent is required to have verifiable milestones at the request of the City's Engineer that may include a factory visit.

Milestone	Cancellation % of Net Price
After City Engineer's approval of the following technical drawings: <ul style="list-style-type: none"> <li>• Foundation Loading, Equipment outline/Layout and Anchor bolt patterns</li> <li>• Control schematics and wiring diagrams</li> </ul>	10%
Completion of HV and LV coil winding	50%
Tanking of core and coil assembly	70%
After successful completion of factory acceptance testing	90%

## 13. DISCLAIMER

The City is not liable for any costs incurred by the Respondent for the preparation of materials, or a proposal submitted in response to this RFB, for conducting any presentations to the City, or any other activities related to responding to this RFB, or to any subsequent requirements of the contract negotiation process.

#### **14. RESPONSIVENESS**

Bid submittals must provide ninety (90) days for acceptance by City from the due date for receipt of submittals. All submittals will be reviewed by the City to determine compliance with the requirements and instructions specified in this RFB. The Respondent is specifically notified that failure to comply with any part of this RFB may result in rejection of the submittal as non-responsive. The City reserves the right, in its sole discretion, to waive irregularities deemed immaterial. The City also reserves the right to not award a contract or to issue subsequent RFB's

#### **15. AWARD**

**Awardee shall be required to comply with 2 CFR part 25 and obtain a unique entity identifier and/or be registered in the federal System for Award Management as appropriate.**

Award will be made to the lowest responsive, responsible bidder. All bidders shall provide unit or lump sum pricing for each line item. Each line item will be added up for a subtotal price. The subtotal price will be compared amongst each bidder, including any payment discount terms offered twenty (20) days or more. The City may also take into consideration all other criteria for determining award, including evaluation factors set forth in Municipal Code Section 1.06.262.

All other elements or factors, whether or not specifically provided for in this specification, which would affect the final cost to and the benefits to be derived by the City will be considered in determining the award of the contract. The final award decision will be based on the best interests of the City.

The City reserves the right to let the contract to the lowest responsible bidder whose bid will be the most advantageous to the City, price and any other factors considered. In evaluating the proposals, the City may also consider any or all of the following:

1. Compliance with specification.
2. Proposal prices, listed separately if requested, as well as a lump sum total
3. Time of completion/delivery.
4. Warranty terms.
5. Bidder's responsibility based on, but not limited to:
  - a) Ability, capacity, organization, technical qualifications, and skill to perform the contract or provide the services required.
  - b) References, judgment, experience, efficiency, and stability.
  - c) Whether the contract can be performed within the time specified.
  - d) Quality of performance of previous contracts or services

#### **16. DELIVERY**

Delivery shall be to the City of Tacoma, Attn: Tacoma Power/T&D Engineering, 3628 South 35th Street, Tacoma, WA, 98409.

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Each vendor will be required to submit a delivery timeline they can commit to. Purchase order delivery dates will reflect this timeline. In the event a purchase order deliver date is not met, the City reserves the right to purchase these products elsewhere if they are in a time constraint. If constant late deliveries occur, the City may terminate the contract.

All items called for in these Specifications, including, but not limited to, the necessary manuals, written test results and approved drawings must be supplied to the City before the invoice will be processed for payment.

Suppliers must submit a manufacturer's Material Safety Data Sheet (MSDS) that complies with OSHA and WISHA guidelines for Hazard Communications Standard WAC 296-901-14014 requirement for items identified as hazardous materials or items, in whose normal use, produce a hazardous material.

#### **16.1 HOURS OF OPERATIONS**

Hours of operation shall be Monday through Friday, 9:00 a.m. to 3:30 p.m., excluding legal holidays, as referred to in the Standard Terms and Conditions or as otherwise approved by the City.

#### **16.2 SHIPPING NOTICES**

Shipping notices shall furnish complete information of item(s), contents of item(s) if crated or cased, shipping point, carrier and number of cars, and City purchase order number.

Shipping notices shall be mailed to the City's Engineer.

City of Tacoma

Attn: Tacoma Power/T&D Engineering

3628 South 35th Street

Tacoma, Washington 98409

**Supplier shall provide telephone notification to the City's Engineer of arrival time two (2) business days prior to delivery of equipment.**

#### **16.3 SHIPPING DESTINATIONS**

The items to be supplied by the award of this contract shall be delivered F.O.B. destination, freight prepaid and allowed, including unloading, to the following locations, with or without a transformer pad:

Item No.	Shipping Destination
All items, including all spares and required documentation	<p>Default Destination <b>(unless specified otherwise on purchase order)</b></p> <p>Tacoma Power Warehouse 3628 South 35th Street Tacoma, Washington 98409</p> <p>Additional Destinations: If additional delivery destinations are desired by the City, they will be noted on the appropriate purchase order(s).</p>

Tacoma Power reserves the right to redirect delivery to another address within the Tacoma Power service area including Tacoma Power Hydroelectric Projects. The Supplier will be notified of any changes to delivery location before scheduled delivery.

Tacoma Power's service area includes delivery within Pierce County, Washington which includes the communities of Tacoma, University Place, Fife, Fircrest, Spanaway, Parkland, Graham, Lakewood, Summit, Frederickson, and Puyallup.

Tacoma Power Hydroelectric Projects include delivery to Montesano, Shelton, Hoodspport, LaGrande, Silver Creek and Mossyrock, all sites of which are within the State of Washington.

#### **16.4 PLACEMENT OF TRANSFORMER ON FOUNDATION**

New and/or existing substations will take delivery of this material or equipment. Supplier shall place transformer on a City-provided foundation. City will weld or epoxy anchor transformer in place. Manufacturer mounting pads shall accommodate the drilling of holes for anchor bolts with the transformer in place. Physical space available for movement and placement of transformers must be accounted for in Respondent's proposed plan for movement and placement of same.

#### **16.5 QUALIFICATIONS OF TRANSFORMER MOVER AND PLAN**

It is Tacoma Power's position that the safe and efficient delivery and placement of transformers requires specialized equipment, technical expertise, and substantial relevant experience.

To ensure successful placement of transformers, Tacoma Power requires the successful Respondent to provide a written plan to Tacoma Power detailing their plans for moving and placement of the transformers. These plans shall be provided to Tacoma Power's Engineer for review and approval a minimum of three (3) months prior to the anticipated date of delivery.

The written plan shall include the following:

- a. If applicable, the name of the subcontractor that will be moving the transformer, including the name of the designated site foreman.

- b. A record of Suppliers, or Supplier's subcontractor's, relevant experience for the most recent five (5) years.
- c. A detailed work plan showing the equipment to be used, and any shoring or similar materials to be furnished and placed by Supplier or Supplier's subcontractor.
- d. A detailed, step-by-step description of the process for placing the transformer, beginning from its arrival in the State of Washington.

Tacoma Power shall be the sole determiner of the acceptability of the subcontractor and/or the proposed work plan and equipment.

## **17. WARRANTY**

All transformer equipment shall be of the kind and quality specified herein and shall meet all contract performance requirements including, but not limited to, those specified in Section 4.13 of the Standard Terms and Conditions Section 4 - Supplies. Said equipment shall be delivered free from defects in materials or workmanship and shall meet all specified performance requirements for a period of 60 months from date of field energization or 66 months from date of receipt by Tacoma Power, whichever is less. These warranties shall include the cost of repair and/or replacement of any defect or failure of the equipment to meet specified performance requirements, together with all costs to remove, transport, and reinstall equipment as necessary to correct deficiencies.

Manufacturer's Warranties: In all instances wherein, the Respondent is not the manufacturer of the equipment, the specified warranty requirements and responsibility shall be backed by, but not relieved by, the manufacturer's warranty for said equipment. The terms and conditions of any submitted manufacturer warranties must be consistent with the warranty requirements of Section 3.19. Any conditions, qualifications or additions that vary from the warranty requirements of this section may result in rejection of the submittal. See Standard Terms and Conditions Section 3 – Solicitation, Subsection 3.10.

Warranty coverage that does not meet all requirements of this section shall be grounds for rejection of submittal and/or application of a warranty penalty per Section 18.2.

## **18. CONTRACT EXCEPTIONS**

### **18.1 NON-RESPONSIVE**

The City reserves the right to award the contract to the responsible Respondent or Respondents with the lowest responsive bid whose submittal is the most advantageous to the City, price and other factors considered.

Submittals will be reviewed by the City to determine compliance with the requirements and instructions specified in this RFB. The Respondent is specifically notified that failure to comply with any part of this RFB may result in rejection of the submittal as non-responsive. The City reserves the right, in its sole discretion, to waive irregularities deemed to be immaterial.

## 18.2 MULTIPLE PROPOSALS

Respondents may submit additional proposals to demonstrate the cost savings associated with acceptance of the Respondent's proposed terms and conditions and/or exceptions to these Specifications.

## 19. SCHEDULE OF ACTIVITIES

This Schedule of Activities shall be followed by the Supplier unless revised by mutual agreement of the Tacoma Power and Supplier.

Supplier Activity Required	Days After PO Received
Submit manufacturing and delivery schedule to Tacoma Power	30
Submit electronic approval drawings <ul style="list-style-type: none"><li>• <b>Foundation Loading</b></li><li>• <b>Equipment Outline/Layout</b><ul style="list-style-type: none"><li>○ Anchor bolt patterns</li></ul></li></ul>	30
Submit electronic approval drawings showing: <ul style="list-style-type: none"><li>• <b>Control Schemes</b></li><li>• <b>Wiring Diagrams</b></li></ul> Any other information required for engineering the equipment's installation (anchoring requirements, etc.)	60
Submit outline of organization of instruction manuals (See Section 10.4)	60

Supplier Activity Required	Required By
Submit Supplier's test plan	Twelve (12) calendar weeks prior to test date
Submit equipment mover plan review	Three (3) months prior to inspection and/or test
Provide test reports	Thirty (30) days after completion of tests
Deliver instruction manuals	One (1) week prior to receiving shipment
Deliver shipping notices	Three (3) days prior to equipment arrival

## 20. INVOICES

- Invoices shall be detailed, listing the quantity, description, unit price, and line-item total for each item purchased. Invoices shall also include both the City's purchase order and contract number.
- Invoices shall be mailed per Section 4.5 of the Standard Terms and Conditions
- Invoices shall also be emailed to Tacoma Power's Engineer.

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## **21. PAYMENT PROVISION AND PENALTIES**

Payment will not be made until complete copies of documents required for delivery of equipment have been received and their results deemed acceptable by Tacoma Power's Engineer.

Payment will be withheld if the units are not received in satisfactory condition.

The value for excitation and load losses obtained from the certified tests performed, as prescribed under Section 31 – Testing and Analysis, and reported as required in Section 32 - Test Reports, will be individually compared with the values for losses that the Respondent guaranteed in its submittal. Should the excitation and/or the load losses determined under testing exceed the Supplier's guaranteed values, the City reserves the right to deduct from the purchase price to be paid for the transformer, an amount determined by the same criteria as used in the original evaluation. The City will not grant credit for total loss evaluation costs less than the Supplier's guaranteed maximum values.

Should the transformer fail to meet the specified impedance or temperature rise requirements and should the transformer be otherwise satisfactory, the City, in lieu of rejection of the transformer, reserves the right to accept it conditionally, said acceptance being subject to mutual agreement between the Supplier and the City as to the amount of monetary adjustment. In the event of such acceptance, the Supplier agrees to pay the City said amount, or authorizes the City to withhold same from any moneys which otherwise should be due.

## **22. TENTATIVE DELIVERY DATE**

Respondent shall state on the PROPOSAL NOTICE page of their proposal the estimated delivery time for the equipment.

## **23. LIQUIDATED DAMAGES**

Since the timely delivery of this equipment is critical to the City's operations, the Supplier will be subject to liquidated damages for failure to meet any of the delivery timeframes listed in their submittal.

### **23.1 COMPUTATION OF LIQUIDATED DAMAGES**

Should the delivery be delayed beyond the quoted delivery date or beyond the expiration of any period or extension of such period as may be allowed by reason of unavoidable delays and by agreement between the Supplier and the City, there shall be deducted from the total contract price the sum of \$1,000.00 per day. The maximum Liquidated Damages to be imposed would be ten percent (10%) of the value of the equipment/material on the purchase order.

Said sum shall be considered not as a penalty but as liquidated damages which the City will suffer by reason of the failure of the Supplier to deliver within said period or such extensions thereof. It is agreed that said liquidated damages shall be due and owing the City from the Supplier for failure to timely deliver as herein specified.

## **23.2 PAYMENT OF LIQUIDATED DAMAGES**

Any moneys due the Supplier, or to become due to the Supplier at or after the contract completion date, may be retained by the City as may be necessary to pay said liquidated damages. If such amounts are not sufficient to pay the liquidated damages, the supplier shall immediately pay any deficiency to the City. Such deductions or amounts retained by the City shall not release the Supplier to any degree whatsoever from further obligation and liability with respect to fulfilling the entire contract.

## **23.3 CLAIMS BY THE CITY**

Nothing contained herein shall preclude claims by the City for damages caused by Supplier errors, omissions, or negligence unrelated to delay in completing the contract on time.

## **24. ADDITIONAL EVALUATION CRITERIA**

### **24.1 LIFETIME CAPITAL COSTS**

In the evaluation of the proposals submitted under these Specifications, the cost of transformer losses shall be capitalized as follows:

- a. Excitation (no-load) Losses at rated voltage shall be evaluated at \$7,500 per kW
- b. Load Losses at self-cooled MVA rated current, with both taps (if any) at the rated position (temperature corrected 85°C for 65°C rise transformer) shall be evaluated at \$1,300 per kW
- c. Auxiliary Losses, defined as all cooling fans and pumps operating, shall be evaluated at \$300 per kW

Lifetime Capital Costs = Bid Price + (excitation losses) x (excitation loss cost rate {see a}) + (load losses) x (load loss cost rate {see b}) + (auxiliary losses) x (auxiliary loss cost rate {see c}). The values of excitation, load and auxiliary losses shall be obtained from the Respondent-supplied Transformer Data Sheet under Performance Data.

This provision and the results obtained from its application shall not be construed as limiting any freedom of action Tacoma Power may deem necessary to obtain equipment that will fulfill all the provisions of this contract.

### **24.2 EVALUATION CALCULATION AND TOTAL EVALUATED COST**

Submittals shall be ranked according to the total evaluated cost. Total evaluated cost (TEC) shall be defined as follows:

TEC = Lifetime Capital Costs + Warranty Penalty

A submittal offering warranty coverage of less than five (5) years will be evaluated and assigned an additional cost, as a penalty, equal to two percent (2 %) of the total bid price for every year under five (5) years. See Section 1.19 below for description of warranty requirements.

## **25. PRICE**

### **25.1 FIXED PRICE**

The prices quoted on the Price Proposal Form shall be firm for the first six (6) months of the contract.

### **25.2 PRICE ADJUSTMENT**

Tacoma Power understands that various cost components (core steel, copper, etc.) and shipping costs are subject to change.

Respondents shall include with their submittal, the basis for any price adjustment to be used during the duration of any contract as a result of these Specifications. The City will consider price increases/decreases under the following conditions:

- a. Price increases will be allowed on a per item basis for Item Nos. 1, 2, 3, 4 and 5 only. Any proposed increase/decrease in price to contract items must be beyond the control of the Supplier and supported by written documentation from the manufacturer and/or wholesale distributor, indicating the new higher/lower pricing in effect and/or for raw materials used in the manufacturing of the equipment/material.
- b. Bid submittal prices will establish a base price against which contractors may request price adjustments. Adjustments may be made at the end of each six (6) month period during the life of the contract. Prices shall remain firm during each six (6) month period. Supplier shall honor the price in effect at the time each purchase order is issued; invoices shall match the prices listed on the purchase order.
- c. Supplier will be required to submit written proposed price increases/decreases for review. Prices will be adjusted only to the amount of cost increase/decrease to Supplier. No adjustment will be made for Supplier profit margin.
- d. The review shall be based on publicly available price data which will allow for independent confirmation. This price adjustment provision will be part of the contract upon award.
- e. Any request for price adjustments may be evaluated by the City based on the previous percent of change of the Producer Price Index Series ID PCU3353113353111 – Power and Distribution Transformers as published by the Bureau of Labor Statistics of the U.S. Department of Labor.

## **26. SUBMITTAL CLARIFICATION**

Respondents may be asked to clarify their submittal. This action shall not be construed as negotiations or any indication of intentions to award. If called upon, the Respondent must respond to such requests within two (2) business days, or the timeframe set forth by the City in its request for clarification. A Respondent's failure to respond to such a request may result in rejection of its submittal. (See Standard Terms and Conditions Section 3 – Solicitation Subsection 3.5.)

## **27. ACCEPTANCE / REJECTION OF SUBMITTALS**

The City reserves the right and holds at its discretion the following rights and options:

- a. To waive any or all informalities
- b. To award one or more contract(s)
- c. To award by line item or group of line items
- d. To not award one or more items
- e. To not award a contract
- f. To issue additional or subsequent solicitations

## **28. RESERVED RIGHTS**

In addition to other rights in this RFB, the City reserves, holds, and may exercise at its sole discretion, the following rights, and options:

- a. To supplement, amend, reduce, or otherwise modify or cancel this RFB with or without substitution of another solicitation.
- b. To issue additional or subsequent solicitations.
- c. To conduct investigations of Respondents and their submittals, including inspection of their facilities.
- d. To seek partnerships between one or more Respondents.
- e. To award a contract or contracts resulting from this solicitation to the responsible Respondent whose submittal conforming to this solicitation will be most advantageous to the City.
- f. If an award is made and, prior to entering into a contract, subsequent information indicates that such award is not in the best interest of the City, the City may rescind the award without prior notice to the Respondent and either award to another Respondent or reject all proposals or cancel this solicitation.

- g. Respondents are advised the City reserves the right to cancel award of this Contract at any time before execution of the Contract by both parties if cancellation is deemed to be in the City's best interest. In submitting a bid, Respondents agree the City is not liable for any costs or damages for the cancellation of an award. The Respondent assumes the sole risk and responsibility for all expenses connected with the preparation of a submittal in response to this Request for Bids.

## **29. PAYMENT METHOD – CREDIT CARD ACCEPTANCE – EFT/ACH ACCEPTANCE**

Payment methods include:

- a. Credit card. Tacoma's VISA procurement card program is supported by standard bank credit suppliers and requires merchants abide by the VISA merchant operating rules.
  - a. Vendors must be PCI-DSS compliant (secure credit card data management).
  - b. Vendors must be set up by their card processing equipment provider (merchant acquirer) as a minimum of a Level II merchant with the ability to pass along tax, shipping, and merchant references information.
- b. Electronic Funds Transfer (EFT) by Automated Clearing House (ACH).
- c. Check or other cash equivalent.
- d. The City may consider cash discounts when evaluating submittals. See 3.6 B. of the Standard Terms and Conditions Section 3 – Solicitation.

The City, in its sole discretion, will determine the method of payment for supplies and/or services as part of this Contract.

## **30. INSPECTION**

All goods are subject to final inspection and acceptance by the City. If any inspection fails, the vendor shall be required to make arrangements to exchange the goods at their own expense and replace it in a timely manner acceptable to the City.

Material failing to meet the requirements of this contract will be held at Vendor's risk and may be returned to Vendor. If so returned, the cost of transportation, unpacking, inspection, repackaging, reshipping, or other like expenses are the responsibility of the Vendor.

## **31. COMPLIANCE WITH SPECIFICATIONS**

All products shall be new and unused. Any product that does not comply with any part of these technical specifications shall be rejected and the vendor shall, at its own expense, including shipping, replace the item.

### 32. ENVIRONMENTALLY PREFERABLE PROCUREMENT

In accordance with the [City's Sustainable Procurement Policy](#) and [Climate Action Plan](#), it is the policy of the City of Tacoma to encourage the use of products or services that help to minimize the environmental and human health impacts of City Operations. Respondents are encouraged to incorporate environmentally preferable products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition, products, manufacturing, packaging, distribution reuse, operation, maintenance or disposal of the product or service.

The City of Tacoma encourages the use of sustainability practices and desires any awarded contractor(s) to assist in efforts to address such factors when feasible for:

- Durability, reusability, or refillable
- Pollutant releases, especially persistent bioaccumulative toxins (PBTs), low volatile organic compounds (VOCs), and air quality and stormwater impacts
- Toxicity of products used
- Greenhouse gas emissions, including transportation of products and services, and embodied carbon
- Recycled content
- Energy and water resource efficiency

### 33. LEAP REQUIREMENTS

This project has no LEAP requirements; however, the City of Tacoma is committed to equality in employment for WA-State approved Apprentices, City of Tacoma residents, residents of local economically distressed areas, youth, veterans, minorities, and women. Please contact the [LEAP Office](#) for assistance in locating qualified employees. Visit the [LEAP website](#) for more information.

### 34. EQUITY IN CONTRACTING

This project has no EIC requirements, however, the City of Tacoma is committed to encouraging firms certified through the [Washington State Office of Minority and Women's Business Enterprise](#) to participate in City contracting opportunities. See **TMC 1.07 Equity in Contracting Policy** at the City's [Equity in Contracting Program website](#).

## **APPENDIX A- TECHNICAL SPECIFICATIONS**

### Technical Provisions

Figure 1 - Transformer Layout

Figure 2 - May Pole

## **TECHNICAL PROVISIONS**

### **1. GENERAL**

These specifications cover the furnishing of 115kV power transformers, spare transformer bushings and LTC spare parts as detailed in the Proposal pages, and the Special and Technical Provisions of these Specifications.

All equipment, components (including, but not limited to, all threaded fasteners), and materials provided under these Specifications shall conform to the applicable standards of ANSI, ASME, ASTM, IEEE, and NEMA. All materials and devices shall be in accordance with the applicable requirements of the Federal Occupational Safety and Health Standards.

The transformers shall be designed, fabricated, and tested in accordance with ANSI/IEEE C57 Series, NEMA TR1 and these specifications.

The transformer shall be designed and constructed for operation on a 115kV three-phase, 60 hertz, effectively grounded system, at the following usual service conditions:

- A maximum ambient temperature of +104°F (40°C) to -4°F (-20°C)
- An altitude below 3,300 feet (1000 meters)
- A medium pollution level

### **2. VOLTAGE RATINGS**

#### **2.1. HIGH VOLTAGE (PRIMARY)**

The high-voltage winding (HV) is to be Delta connected, rated at 115,000 volts (nominal).

#### **2.2. LOW VOLTAGE (SECONDARY)**

The low-voltage winding (XV) is to be Wye-connected with fully insulated neutral brought out, rated at 13,200 or 14,400 volts, as specified per item.

### **3. MVA RATINGS**

The three-phase minimum output ratings of the windings at a maximum of 65°C rise over ambient are as follows:

<b>Item #</b>	<b>Minimum Output Ratings</b>
1, 2	15/20/25MVA ONAN/ONAF/ONAF
3, 4	24/32/40MVA ONAN/ONAF/ONAF
5	10/12.5MVA ONAN/ONAF

Transformers shall be capable of delivering full rated MVA at all HV tap positions.



#### 4. IMPEDANCE

The impedance between the high-voltage and the low-voltage winding at the self-cooled rating shall be as listed below. The impedances of all like transformers manufactured under this contract shall vary less than 7.5 percent of each other to facilitate parallel operation

Item #	Impedance Ratings (at rated voltage, 85°C ref at ONAN rating).
1, 2	7% min- 8.5% max
3, 4	8% min- 9.5% max
5	7% min – 8.5% max

#### 5. INSULATING LEVEL

The HV winding shall have 450kV BIL. The XV (line) & XO (neutral) winding shall have 110kV BIL.

#### 6. ANGULAR DISPLACEMENT AND POLARITY

The angular displacement between the high-voltage and low-voltage winding vectors shall be 30° with the low voltage X1 lagging the high voltage H1 with H1, H2, H3 rotation. The phasing and polarity of the transformer shall be tested, and the supplier shall certify that it meets the ANSI Standard C57.12.70.

#### 7. DETC AND LTC

##### 7.1. DE-ENERGIZED TAP CHANGER

Voltage taps shall be 115kV +/- 2 x 2.5% Step (+/- 5%).

Selection of the high-voltage taps shall be made when the transformer is de-energized by means of a tap changer with a hand wheel or lever. The tap changer shall be provided with a tap position indicator and means for padlocking the operating mechanism in any tap position. The tap position indicator shall be visible from the ground and the handwheel or lever must be easily operated from the ground. In addition, the tap changers handwheel or level must be able to easily attach/detach from the operating assembly.

##### 7.2. LOAD TAP CHANGER

Voltage taps shall be 13.2kV or 14.4kV +/- 16 x 0.625% Step (+/- 10%).

Load tap changer (LTC) shall be provided in accordance with ANSI C57.12.10, Section 6.

LTC shall be an ABB UZF. **No substitutions.** The transformer shall be capable of supplying rated KVA, including loading factors per IEEE C57.91-2011, when load tap changing equipment is on a position at or above rated secondary voltage, and shall be capable of supplying rated

current, including loading factors per IEEE C57.91-2011, when load tap changing equipment is on a position below rated secondary voltage. Motor drive mechanism shall comply with IEEE C57.12.10-2017. Position indicator shall comply with C57.12.10-2017.

### **7.3. LTC COMPARTMENT**

The LTC compartment shall be designed so that oil does not exchange between the tap changer and main tank. A reservoir shall be included below the tap changer so the tap changer can be flushed and cleaned without oil spillage. The tap changer compartment shall also be designed to withstand a full vacuum in the main tank while it is at atmospheric pressure. The tap changer shall have its own temperature gauge and oil valves with integral 3/8" oil sample valves located at discharge side of valve. The tap changer compartment shall be easily accessible for operating personnel from ground level and shall be designed to allow addition and sampling of oil with minimal difficulty.

All required piping and valve provisions shall be made to allow for future connection by City workers of LTC manufacturer recommended continuous filtration equipment. Thus, there will be a total of two pipe connection points. Such provisions shall not compromise the tank's physical integrity in any way, prior to or after such piping installation.

### **7.4. LOAD TAP CHANGER CONTROL**

Manual controls for tap changer operation shall be such that operations to raise tap position are executed by rotating the operating handle in a clockwise direction and operations to lower the tap position require a counterclockwise rotation of the handle.

Line drop compensation shall be provided in the control compartment, complete with current transformer for input current signal. Required potential signals shall be supplied by the City. All test switches for voltage and current signals shall be AVO States Type FMS – **No substitutions.**

All transformers shall be supplied and wired with a Beckwith paralleling scheme for two transformers using the circulating current method with LTC backup control – **No substitutions.** No paralleling scheme is necessary for Item 5. The scheme uses the following:

M-2001D Tapchanger Control

M-2067 Adapter Panel

M-0115 Parallel Balancing Module

M-0127 AC Current Relay

M-0169 Auxiliary Current Transformer

M-0329B LTC Backup Control

M-2025D Current Loop Interface Module

Provisions for SCADA system to remotely raise, lower and block operation shall be provided. In addition, provisions shall be made for the SCADA system to remotely monitor the operation of the load tap changer, including tap position indication. Tap position monitoring shall be provided as an input to the M-2001D. The associated circuits shall be wired to readily accessible terminal blocks in a suitable NEMA outdoor cabinet. Communication to the SCADA system shall utilize DNP3.0 communications protocol via copper RJ-45 for ethernet connectivity. A digital voltmeter shall be installed to read secondary voltage 120VAC (4 digit). The digital voltmeter shall be located to allow for viewing by a worker operating the LTC manual controls within the transformer control cabinet.

The tap changer drive motor and control voltage shall be 120/240-volt, single phase, 60 hertz.

LTC shall be installed to allow for continuous operation, not step-by-step operation.

### **SPARE PARTS FOR LOAD TAP CHANGER**

The spare parts (one phase only) required for each class of load tap changer are as follows:

- a. Two (2) sets of stationary contacts
- b. Two (2) sets of interrupting contacts
- c. Two (2) sets of reversing contacts

### **8. GROUNDING RESISTORS OR REACTORS**

Not applicable.

### **9. SURGE ARRESTERS**

Mounting brackets and station class 96kV (high side) gapless MOV surge arresters in polymer housing shall be provided for protection of the high-voltage windings. Line-side terminals of surge arresters shall be NEMA four-hole. Grounds shall be provided on each arrester. Grounds shall be connected to grounding pads with copper leads of at least 4/0 AWG. Supplier shall provide field selectable provisions for mounting surge arresters directly to the transformer or on top of the transformer's radiator.

The following surge arresters are approved – **No substitutions.**

<u><b>Manufacturer</b></u>	<u><b>Catalog #</b></u>	<u><b>Rating (kV)</b></u>	<u><b>MCOV (kV)</b></u>
ABB	Q096SA076B	96	76

### **10. TEMPERATURE RISE**

If the manufacturer uses insulation materials of improved thermal stability, which meet the approval of the City's Engineer, the temperature rise by resistance may reach but not exceed 65°C. The hottest spot temperature rise shall not exceed 80°C over an ambient of 40°C when

the average temperature of the cooling air for any 24-hour period does not exceed 30°C, provided there is no reduction in transformer life.

## **11. COOLING SYSTEM**

The transformer shall be designed for ratings as noted in Section 28.3.

### **11.1. CONTROL**

The equipment shall be supplied with the following contacts (see Section 28.29.9) suitable for operations on 125 VDC:

- a) One (1) set of output contacts from winding temperature shall be provided for each of the following:
  - OUT101 Supervisory Raise Load Tap Changer (LTC)
  - OUT102 Supervisory Lower LTC
  - OUT103 Auto-Manual Switch for LTC
  - OUT301 SEL 2414 Transformer Monitor Device Failure
  - OUT302 Cooling Fan Stage 1
  - OUT303 Cooling Fan Stage 2
- b) One (1) set of output contacts from top oil temperature shall be provided for each of the following:
  - RTD1 Main Tank Top Oil Temperature
  - RTD2 LTC Tank Top Oil Temperature
  - RTD3 Ambient Temperature
  - RTD4 to RTD10 Not Used
- c) The cooling control shall be designed so that either group can be preferentially operated as the first or second stage of cooling in conjunction with the winding temperature and cooling equipment start relay so the order can be reversed to equalize wear between the two groups.

### **11.2. POWER SUPPLY**

Motor and control voltage shall be at 120/240 volt, single-phase, 60 hertz. The City will furnish one auxiliary power supply to each transformer at either 48VDC or 130VDC, ungrounded, as specified per each project. If the Supplier chooses to furnish motors or other auxiliary equipment designed to operate at a different voltage from the specified auxiliary power supply, Supplier

shall furnish all equipment required to transform the voltage of auxiliary power to the design voltage of the equipment furnished. The Supplier shall provide suitable branch circuit protection.

### **11.3. FANS**

Radiator type coolers shall be employed and equipped with fans, as required, to satisfy manufacturer's preferred cooling arrangement. The fans shall be designed to operate automatically from winding temperature relay control and manually from an ON-OFF switch in parallel with automatic control.

### **11.4. FAN MOTORS**

Fan motors shall be totally enclosed, weatherproof, continuous duty rated and shall be provided with overload protection. Circuit protection, magnetic contactors, and manual control switch shall be suitably mounted in a weatherproof cabinet.

### **11.5. RADIATORS**

Each radiator cooling unit shall be mounted on the tank independently and provided with valves on the tank side so that any cooler can be removed from operation or replaced with the transformer in service.

All valves and fittings must be accessible with transformer setting on flat slab.

## **12. TRANSFORMER LOADING**

### **12.1. ANCILLARY COMPONENTS**

This equipment will not restrict loading to levels below those permitted by the insulated conductor and other metallic part hot spots.

### **12.2. LOW AMBIENT TEMPERATURE**

In addition to summer loading at a 30°C daily average ambient as defined in IEEE standard C57.12.00-2021, this transformer will also see peak winter loading. The manufacturer must include on the nameplate what the Normal Life Expectancy Loading is for a daily average ambient of 0°C and a daily maximum temperature of 10°C.

### **12.3. OVERLOADING CAPABILITY**

In addition, the transformers will be loaded in accordance with IEEE Standard C57.91-2011. To facilitate this, the instruction manual must state what continuous loading would lead to the hot spot rises listed in C57.91 Table 8, for both daily average ambient of 30°C and of 0°C.

## **13. AUDIBLE SOUND LEVEL**

The audible sound level of the energized transformers with both stages of auxiliary cooling equipment in operation shall not exceed three (3) decibels less than NEMA TR-1 requirements when measured in accordance with IEEE C57.12.90-2021. Manufacturer shall be capable of

providing a reduced noise level transformer. Additional costs for reduced noise levels shall be established with manufacturer prior to issuance of a purchase order.

#### **14. ENCLOSURES, RACEWAYS, WIRING AND TERMINAL BLOCKS**

All wiring and device labeling shall comply with Tacoma Power Standard A-SS-0040 Relay and Control Wiring Design, A-SS-0025 Substation Labeling and A-SS-0030 Abbreviations. The Contractor shall completely wire item.

Wiring shall be neatly arranged in tied wire bundles or run-in wire duct. Wire terminals shall be full eye ring-type copper with insulated sleeves overlapping wire insulation. Pre-insulated ring-type terminal connectors shall be used on all terminal blocks and throughout the current circuits. Spade-type connectors are not acceptable. Adhesive type wire bundle hold-down clamps shall not be used. All hold-downs shall be bolted or welded. Wiring and cables entering/exiting enclosures or raceway shall be protected from damage.

Splices shall not be used.

Wire labels shall be provided and installed at both ends of all internal wires. Wire labels shall be machine embossed black lettering on white plastic heat shrink sleeves.

Inter-section wire openings shall be 3-inches by 12-inches or larger and shall be filled less than 50 percent (50%). All inter-section wiring shall terminate on terminal blocks on both ends. In addition, a dedicated space for communication cable with appropriate barriers shall be provided.

Outdoor, weatherproof, dust-resistant equipment enclosures with hinged doors shall be provided and mounted on the equipment frame. Enclosure door handles shall include provisions for padlocking. These enclosures shall provide a connecting means between the internal wiring for the equipment and Tacoma Power's equipment. Customer connection to the equipment enclosures shall be via removable aluminum plates which are accessed from the inside of the enclosure.

Auxiliary equipment such as terminal blocks, auxiliary relays or contactors shall be readily accessible. Auxiliary equipment shall be located in compartments, enclosures, or junction boxes in such arrangement that a wire electrician will have direct access to all equipment without removal of barriers, cover plates or other wiring. Auxiliary relays shall be standard 8-pin octal plug-in relays.

Terminal blocks for external connections shall be grouped in this enclosure for easy accessibility unrestricted by interference from structural members and instruments. Sufficient space shall be provided on each side of each terminal block to allow an orderly arrangement of all leads to be terminated on the block. Arrangement of circuits on terminal blocks shall be such that all connections for one circuit, plus any spare conductors, shall be on adjacent terminals.

Raceway covers shall not be blocked by any other equipment and shall allow access after full assembly.

All control switches, push buttons, fuses, shorting-type terminal blocks and other devices requiring Tacoma Power interface shall be mounted at a height and location as to be easily accessible.

All strip heaters shall be rated 240VAC, wired to a 120VAC source. Heaters shall be Chromalox Model OT. Wire loops for clamp on ammeter shall be provided for each heater at terminal blocks and shall be sized for ease of current measurement.

Terminal blocks shall be furnished with white labeling strips and, where permitted by safety codes and standards, shall be without covers. The terminal block numbers shall be marked by the manufacturer one through twelve (1-12) and shall correspond to the terminal numbers. Spare, unused terminals shall be furnished on each terminal block for circuit modifications and for termination of all conductors in a multi-conductor control cable. Not less than two (2) spare, unused terminals shall be furnished for every ten (10) terminals used.

Fuses shall not be mounted on terminal blocks unless fused switch is provided – Phoenix UK10, 3HESI, 3048386. **No substitutions.** Step-type terminal blocks and angle mounting of terminal blocks are not acceptable.

All terminal blocks shall be rated 600 volts minimum and shall have strap screw terminals. Terminal blocks for 10 AWG and smaller 600 volt insulated conductors shall be Marathon 1500 Series. **No substitutions.** Terminal blocks shall be appropriately sized for larger wire size or higher voltage, insulated, incoming conductors as necessary.

A shorting-type terminal block shall be installed at an accessible location for each set of current transformers (CTs) supplied with the equipment furnished under these specifications. The terminal block nearest to the current transformers shall be a shorting terminal block. Shorting screws are not to be used for normal grounding of CT circuit.

All CTs shall have thermal rating of at least 2.0 at 30°C. All current transformer terminal blocks shall have shorting provisions of the positive contact type. Short circuiting the terminals of any one current transformer shall not short circuit the terminals of any other current transformer. A six-position Marathon 1506SC shall be provided. **No substitutions.**

All control/indication lights shall be LED, GE ET-16.

One (1) 120VAC, single-phase, 3 wire, GFCI receptacle shall be wired and accessible from inside the cabinet. It shall not be necessary to reach beyond any exposed, energized terminals to plug into the receptacle.

## **15. TANK CONSTRUCTION**

The transformer tank, all oil-filled compartments, and accessories connected to the transformer tank shall be designed to withstand full vacuum. Cover may be welded and shall be provided with lifting eyes, mechanical pressure-relief device, two or more manholes for inspection, mounting bushings, etc.

Base shall be designed to permit rolling or skidding in any direction. Pulling eyes, lifting hooks, and jacking facilities shall be provided for moving the transformer.

The manholes and all other openings in the tank cover employing gaskets shall be raised above the cover surface to prevent the accumulation of water around the gasket joints.

Nitrile rubber, flourosilicone and cork-neoprene gaskets/O-rings are acceptable, **but gaskets of cork only or neoprene only are NOT allowed**. Gasket surfaces shall be true with grooves or stops to prevent over compression of gaskets. Grooves for O-ring gaskets shall be located on the upward facing flange, when practical. Subject to prior approval from the City, other gasket systems may be used.

**The manufacturer shall furnish at least 20% spare of each type of gasket, with a minimum of at least one (1) spare of each type required for initial field assembly of each transformer.**

The base shall be designed to be flexible to the City's site requirements. The equipment shall have provisions to anchor to the foundation by welding and by anchor bolts. Only one method will be required to be performed by the City during the installation. There shall be sufficient clearance above the anchors to allow for installation of the bolts after the transformer has been placed on the foundation, including tools, and working space for drilling through the transformer plates.

## **16. PAINTING OF TRANSFORMER**

All metal surfaces shall be shot-blasted and thoroughly cleaned before the primer is applied.

### **16.1. EXTERIOR INITIAL COAT**

The initial coat of paint shall be a rust-inhibiting primer which does not contain lead-based material. It can be either red zinc or preferably a red epoxy coat.

### **16.2. EXTERIOR FINISH COAT**

The exterior finish coat of paint shall be ANSI No. 70 Gray, low-gloss, alkyd resin enamel or manufacturer's standard finish.

The tank top shall be painted with non-skid paint to enhance personnel safety.

### **16.3. INTERIOR FINISH COAT**

The interior of all control cabinets and the tank interior shall have a white finish coat.

The bottom and the lowest six (6) inches up the sides shall be painted with a rust-preventive material.

### **16.4. TOUCH-UP PAINT**



One pint of matching spray paint shall be supplied to the City for touch up after installation. Paint shall be shipped with a material safety data sheet (MSDS) and with instructions (in the English language) for use. Unused paint shall be returned to manufacturer at no cost to the City.

## **17. OIL PRESERVATION SYSTEM**

An oil preservation system shall be included that will allow for oil expansion due to temperature change and will protect transformer oil from contamination. The two (2) acceptable oil preservation methods are as follows:

### **17.1. INERT GAS ATMOSPHERE**

An oil preservation system shall be included which provides an automatically regulated layer of inert nitrogen gas above the oil in the transformer tank. The gas system shall be complete, including non-grounded high and low gas space pressure alarm contacts and low bottle gas pressure alarm contacts.

Contacts suitable for operation on 125 VDC are to be supplied. The major gas handling components shall be located in a weather-proof cabinet and mounted on the transformer within two (2") inches of the ground to facilitate replacement of the gas cylinder. Regulating equipment is to conform to USA standards (AGA, DOT, etc.). Gauges shall be calibrated in PSIG.

### **17.2. CONSERVATOR DESIGN**

An oil preservation system shall be provided which is sealed and under positive pressure. The conservator tank shall be equipped with a diaphragm or bag that will allow for oil expansion through a moisture filter. The ambient air breathing in and out of the diaphragm shall be filtered for moisture using silica filters. The conservator shall be rated to withstand full vacuum.

## **18. TRANSFORMER OIL**

### **18.1. SPECIFICATIONS**

All necessary transformer mineral oil shall be supplied by the Supplier and shall meet the following specifications:

- a. ASTM D3487 with Type II inhibitor and IEEE C57.106-2015 Sections 4 and 9.
- b. Supplier shall provide a certified set of tests for the oil that demonstrate that the oil, as shipped, met, or exceeded the property requirements for ASTM D3482 and IEEE C57.106-2015 Sections 4 and 9.
- c. The mineral oil shall be certified to contain no detectable level of PCBs (less than 1 PPM).
- d. Supplier shall submit an oil spill prevention plan for each transformer.

### **18.2. PCB LABELING**

Each transformer shall have a legible permanent label which states the following:

**"Contains no detectable level of PCB (less than 1 PPM) at the time of manufacture."**

This label can be part of the nameplate or as a separate permanent label attached to the tank with permanent adhesive.

## 19. BUSHINGS

All high-voltage bushings shall be removable without access to the interior of the transformer. All bushings shall be sealed to eliminate breathing.

The high- and low-voltage bushings shall have continuous current ratings consistent with their respective winding kV, highest-stage MVA ratings, and transformer loading as given in Sections 2.2, 2.3 and 2.12 of these Specifications.

High-voltage bushings shall have an insulation classification of not less than 115kV (550kV BIL). Low voltage and neutral bushings shall have an insulation classification of not less than 15kV (110kV BIL).

- a. High-voltage bushings for all items in the proposal sheet shall be ABB catalog No. 115W0800AA draw lead type, **No substitutions.**
- b. Low-voltage bushings for Items 1, 2, 3, 4, and 5 in the proposal sheet shall be ABB catalog No. 015J0300FQ. **No substitutions.**

All bushings shall be painted with ANSI 70 gray.

## 20. BUSHING CURRENT TRANSFORMERS

The following CTs shall be provided on each transformer or as specified in the purchase order.

	Quantity per Bushing		
H-bushing	2	1200:5 multi ratio	C800
X-bushing	2	2000:5 multi ratio	C800
X0	1	800:5 multi ratio	C800

In addition, the X2 bushing shall be equipped with a separate current transformer to be used with the winding hot-spot indicator.

The X1 bushing shall be equipped with a separate current transformer to be used with the LTC, for line drop compensator.

Supplier shall provide excitation and overcurrent ratio curves for every CT with instruction books.

## **21. SHORT-CIRCUIT CAPABILITY**

The transformers furnished under these Specifications shall be designed and constructed according to the requirements of Section 7 of IEEE Standard C57.12.00-2021 with a system fault capability of 63 kA and an X0/X1 ratio of 2.0.

Conformance to short-circuit thermal requirements shall be by calculation in accordance with IEEE C57.12.90-2021.

Conformance to short-circuit mechanical requirements shall be proved by submission of certified test reports containing data from short-circuit tests performed in conformance with IEEE C57.12.90-2021 on prototype or production units of similar design.

Where the Respondent is unable to furnish certified test reports and data obtained from prototype or production units, the Respondent shall submit the method and steps now being taken to eliminate mechanical transformer failure due to short circuit, as required in the preceding paragraph.

The City may reject any submittal, when in the judgment of the City's Engineer, the Respondent has not taken sufficient steps to meet the mechanical short-circuit requirements as listed in the paragraph above.

## **22. TACOMA POWER'S RIGHT TO ON-SITE REPRESENTATION DURING TANKING AND TESTING PROCESSES**

Tacoma Power shall be permitted to have an authorized representative present to inspect the core and coils assembly prior to tanking, as well as to witness the testing process. The Supplier shall notify Tacoma Power's Engineer (see Section 28.2) of the scheduling of these events at least six (6) weeks in advance of each event.

## **23. NAMEPLATE**

A stainless-steel nameplate shall be furnished which shall include the information listed in IEEE Standard C57.12.00 - 2021, Table 6, Nameplate C, Section 5.12. In addition to the above, the nameplate shall also list the following:

- a. The weight of copper used in the winding.
- b. The loading capacity as outlined in Section 28.12.
- c. The City's purchase order number.
- d. Sound level dBA per Section 28.13.

## **24. CORE GROUND**

The core ground shall be brought out of the transformer tank through a 1.2kV bushing and a disconnectable link used to connect the core ground to the tank. The type of bushing used must provide a seal with the transformer tank that will not be impacted by the loosening or tightening

of the core ground strap and shall be able to withstand full vacuum. This is to allow measurement of the core ground without accessing the inside of the transformer tank. The core ground bushing shall be protected with a cover.

#### **24.1. CORE GROUND VALUE READ**

The core ground value read in the factory is to be written on a tag attached to the core ground terminal.

#### **24.2. GROUNDING STRAPS**

Core and end-frame grounding straps are to be indicated on the transformer drawings.

### **25. WINDING MATERIALS**

All windings shall be constructed using copper material.

### **26. TRANSFORMER SECONDARY CONNECTIONS**

The City will connect the transformer to bus duct or cable termination enclosure. Supplier shall supply a secondary bushing flange/structure designed for this application. This structure shall enclose the secondary bushings. Supplier shall provide transformer secondary bushing terminals. The bushing terminals shall be four (4) hole NEMA terminals with a continuous current rating equal to the low voltage bushings ratings.

### **27. TRANSFORMER MAY POLE**

Mounting brackets for maintenance personnel safety poles shall be welded in at least two (2) suitable locations on the top of the transformer. An example of such bracket is shown in Figure No. 3, component No. 1 (base). NOTE: The City's Engineer will work with the Supplier to determine the exact weld locations.

### **28. EARTHQUAKE STRENGTH REQUIREMENTS**

The completely assembled transformer shall meet the High Seismic Qualification Level, as defined in IEEE Standard 693-2018. All applicable seismic identification plates, drawings, calculations and required test reports shall be provided as specified in IEEE Standard 693-2018.

### **29. ACCESSORY DEVICES**

All accessory indicator devices shall be provided with vibration dampening material between them and the support structures. All gauges and displays must be readable from ground level without opening any cabinet doors.

#### **29.1. OIL LEVEL INDICATOR**

The main tank, and each expansion tank or oil-filled compartment, is to have an oil level gauge indicating the entire operating range of oil level. The oil level gauge is to have two (2) independent adjustable output contacts, indicating the first low-level at 45° below the 25°C

nominal oil level, and the second low-level at 55° below the 25°C nominal oil level. Contacts suitable for operation on 125 VDC are to be supplied.

#### **29.2. PRESSURE VACUUM GAUGE**

A pressure-vacuum gauge, with gate valve between gauge and transformer tank, shall be provided.

#### **29.3. PRESSURE VACUUM BLEEDER**

A pressure-vacuum bleeder shall be provided.

#### **29.4. UPPER FILTER CONNECTION**

A two-inch (2") screw-end gate valve, suitably located for filling tank with oil under full vacuum shall be provided.

#### **29.5. DRAIN VALVE**

One two-inch (2") drain valve with built-in 3/8-inch sampling device located at discharge side of valve shall be provided.

#### **29.6. PRESSURE TEST AND GAS SAMPLING VALVE**

A gate-type valve, located at a convenient working level to allow sampling of the nitrogen gas for fault-gas analysis shall be provided, if applicable. This valve shall have a serrated nozzle, sized so that flexible 1/4-inch inside diameter plastic tubing may be slipped over the nozzle.

#### **29.7. PRESSURE RELIEF DEVICE**

A pressure relief device for the main tank and LTC shall be provided by the Supplier. Each shall provide visual indication from ground level and one (1) set of alarm contacts suitable for operation at 125 VDC and wired to terminal blocks in the transformer control cabinet. It shall operate on excessive pressure and shall be designed to reclose automatically to prevent entrance of moisture. Oil released from transformer tank as a result of operation of the pressure relief device shall be directed via adequately sized piping system to ensure oil remains within the confines of City provided oil containment walls. Qualitrol XPRD shall be provided. **No substitutions.**

#### **29.8. RAPID PRESSURE RISE RELAY**

A rapid pressure rise relay, Qualitrol Series 900/910, shall be provided. **No substitutions.**

Circuit from contacts in the sudden pressure relay shall be terminated at a convenient terminal block in the control cabinet. This circuit shall be run in conduit from the relay to the control cabinet. If mounted below the oil level, there must be a valve between the relay and oil. A Qualitrol 909-300-01 seal-in relay shall be provided in the control cabinet connected to the rapid pressure rise relay. **No substitutions.**

#### **a. Shipping Instructions**

To protect the rapid pressure, rise relay, it shall be shipped in its own container with a spare gasket. For shipment, a dummy plate shall be installed on the relay mounting boss on the tank.

#### **29.9. TOP OIL, WINDING AND LTC TEMPERATURE MONITORING EQUIPMENT**

An electronic monitor package is required to continuously sense the transformer top oil, winding and LTC temperatures. The equipment shall be designed to accept 100 ohms resistance temperature detector for top oil, LTC monitoring, and ambient temperature. The supplier is to provide complete instructions required for field calibration, and also is to supply information related to the current transformer connection ratio, available ratio, and saturation curves.

The electronic monitor shall be the Schweitzer Engineering Laboratories, SEL-2414. Part # 241422CCC9X743C0630, Key Code: 0776 (48VDC), or Part # 241421ACA9X743A0630 Key Code:0708 (125VDC). Either device will need the SEL-241x Wetting Voltage Jumper Kit (eight 4-prong jumpers) Part # 915900236. **No substitutions.** Schweitzer Engineering Laboratories is located in Pullman, WA (USA), [www.selinc.com](http://www.selinc.com).

#### **29.10. THERMOMETERS FOR OIL TEMPERATURE**

Indicating and peak recording thermometers, Qualitrol 104 Series, for measuring the temperature of the top oil and LTC oil shall be furnished on the transformer. The thermometers shall be scaled in Celsius. The indicating thermometer shall have a dial that is easily read from the ground and shall be provided with non-grounded alarm contacts for alarm and trip. Contacts suitable for operation on 125 VDC are to be supplied.

In addition, a separate spare well with pocket shall be provided.

#### **29.11. MECHANICAL DETECTION OF LOW MAGNITUDE FAULTS**

A relay for detection of low magnitude faults shall be provided. Accepted types of relays include gas accumulator (Buchholz) or gas detector for detection of low magnitude faults for transformers utilizing a sealed conservator tank oil preservation system. The type of relaying provided shall be compatible with the tank construction method of oil storage and shall provide reliable operation under all normal operating conditions. There shall be valves on both sides of the relay to allow replacement of the relay.

#### **29.12. FLANGE**

A four-inch (4") flange and valve shall be provided for vacuum dry of the transformer.

#### **29.13. DRY AIR FILL VALVE**

A 3/4" screw type ball valve shall be provided on top of transformer tank for dry air filling of transformer.

#### **29.14. DISSOLVED GAS MONITOR**

All necessary hardware for the future connection of an on-line dissolved gas monitor, which includes appropriate separate valves and piping, shall be installed by the Supplier.

The dissolved gas monitor to design for shall be a Morgan Schaffer Calisto. **No substitutions.** Morgan Schaffer is located in LaSalle, Quebec, Canada, and can be contacted at 001-514-739-1967 or at [www.morganschaffer.com](http://www.morganschaffer.com)

#### **29.15. GROUND PADS**

Copper faced steel pads shall be in accordance with 5.5 of ANSI C57.12.10, with exceptions as follows:

- a. The transformer shall be provided with four (4) copper faced NEMA 2-hole ground pads, one to be located near the bottom of the tank wall at each corner on the wall parallel to the arrester brackets.

All external copper bus and cable shall be affixed securely to the tank in multiple places in an effort to discourage copper theft.

#### **29.16. TERMINAL PADS**

NEMA four (4) hole pads shall be provided with each bushing. Pads shall be compatible for connection to either copper or aluminum.

#### **29.17. LOSS OF POTENTIAL INDICATION**

Supplier shall supply loss of potential indication for the cooling, the control and the LTC power circuits. Contacts shall be suitable for operation on 125VDC and shall be wired to conveniently located terminal blocks in the control cabinet.

### **30. REQUIRED ALARM CONTACTS FOR SCADA**

The following alarm contacts and associated “normal” states shall be provided and wired to terminal blocks for connection to the City’s SCADA system. All contacts shall be rated for 125VDC.

	<b>“0”</b>	<b>“1”</b>	<b>“Normal” State</b>
IN101 Main Tank Low Oil Level	Normal	Alarm	0
IN102 LTC Local/Remote Switch	Local	Remote	1
IN301 Main Tank and LTC Control AC Failure	Normal	Alarm	0
IN302 LTC Low Oil Level	Normal	Alarm	0
IN303 Main Tank Sudden Pressure	Normal	Alarm	0
IN304 LTC Sudden Pressure	Normal	Alarm	0
IN601 Main Tank Pressure Relief Device	Normal	Alarm	0
IN602 LTC Pressure Relief Device	Normal	Alarm	0
IN603 Nitrogen System Low Pressure	Normal	Alarm	0
IN604 LTC 90 Device Control Failure	Alarm	Normal	1
IN605 LTC 90 Device B/U Control Failure	Normal	Alarm	0

IN606 Cooling Fan Stage 1	Normal	Alarm	0
IN607 Cooling Fan Stage 2	Normal	Alarm	0
IN608 NOT USED			

### **31. TESTING AND ANALYSIS**

The Supplier shall perform all routine tests listed in Table 17, C57.12.00-2021 and accompanying notes that are standard for a power transformer with the ratings of these Specifications, and in accordance with methods and procedures set forth in C57.12.90-2021. In addition to the routine tests, the following tests shall also be performed in accordance with methods and procedures set forth in C57.12.90-2021 and/or as explicitly specified or qualified in these Specifications.

If the testing shows the equipment has failed to meet any requirements of these specifications, the shipment shall be deferred until modifications to the equipment have been made to conform to the requirements of these Specifications.

#### **31.1. INSULATION POWER FACTOR TEST**

The insulation power factor test must be performed using the Doble M4000 or Doble M7100 Diagnostic Test System. If any tests indicate temperature corrected power factor values in excess of 0.3%, the Supplier must present sufficient evidence, before the transformer is shipped, to justify any reasons for poor power factor results.

#### **31.2. AUDIBLE SOUND LEVEL TEST**

The audible sound level of the energized transformer, with all auxiliary cooling equipment in operation, shall be per Section 28.13.

#### **31.3. INSULATION RESISTANCE TEST BY MEGOHMMETER**

The Supplier shall perform tests of insulation resistance of high-side to low-side windings, high-to-low and ground, low-to-high and ground, and high- and low-to-ground. The test results shall be reported to the City's Engineer prior to shipment and shall include the temperature of the winding at the time of the test.

#### **31.4. CORE-GROUND RESISTANCE TEST**

The core-to-ground resistance shall be tested at 1000 volts DC (minimum value shall be 5 megohms). The core-to-ground test shall be performed after completion of all other tests. The test results shall be reported to the City's Engineer prior to shipment.

#### **31.5. TEMPERATURE RISE TEST**

The temperature rise of one unit shall be tested at the self-cooled rating and at the maximum cooling rating.



### **31.6. POSITIVE AND ZERO SEQUENCE TESTS**

Test values of positive and zero sequence resistances and reactances shall be provided on the transformer test report for all windings, along with the corresponding equivalent circuits. The test results shall be reported to the City's Engineer and shall indicate which transformer bushings were shorted to obtain test values.

### **31.7. SHORT-CIRCUIT TESTS**

Refer to Section 21.

### **31.8. SEISMIC TESTS**

As required to demonstrate design and construction as specified in Section 28.

### **31.9. SWEEP FREQUENCY RESPONSE ANALYSIS**

Windings Frequency Response Analysis shall be tested using the Doble M5100 Sweep Frequency Response Analyzer according to Doble Engineering Co. guidelines.

The test shall be performed twice, once with the transformer fully assembled with oil and once with the transformer in its shipping configuration without oil. In the shipping configuration, the bushing leads shall be secured and electrically connected to core ground bushings installed in the bushing shipping covers, so that test connections can be made without opening the transformer and disturbing the leads. Test results shall be provided to Tacoma Power in electronic format prior to arrival of transformer at the Tacoma Power location.

The bushings shall be mechanically protected during shipping. The mechanical protection shall be designed to not allow release of the shipping gas when removed.

### **31.10. DISSOLVED GAS-IN-OIL ANALYSIS**

Combustible gas-in-oil analysis must be made at the start of testing, before and after the heat run test, and again at the conclusion of testing.

The identity of the sample and the results of the analysis shall be included in the test report provided to the City's Engineer.

## **32. TEST REPORTS**

At the conclusion of the factory acceptance test, the Supplier shall immediately submit to the City's Engineer one (1) preliminary test report.

Six (6) certified copies of test reports, covering the tests described above, shall be submitted to the City no later than 30 days after successful test completion.

**NOTE: *Final payment to the Supplier will not be made until Tacoma Power's Engineer has received all final test reports and instruction manuals.***

Figure 1 - TRANSFORMER LAYOUT

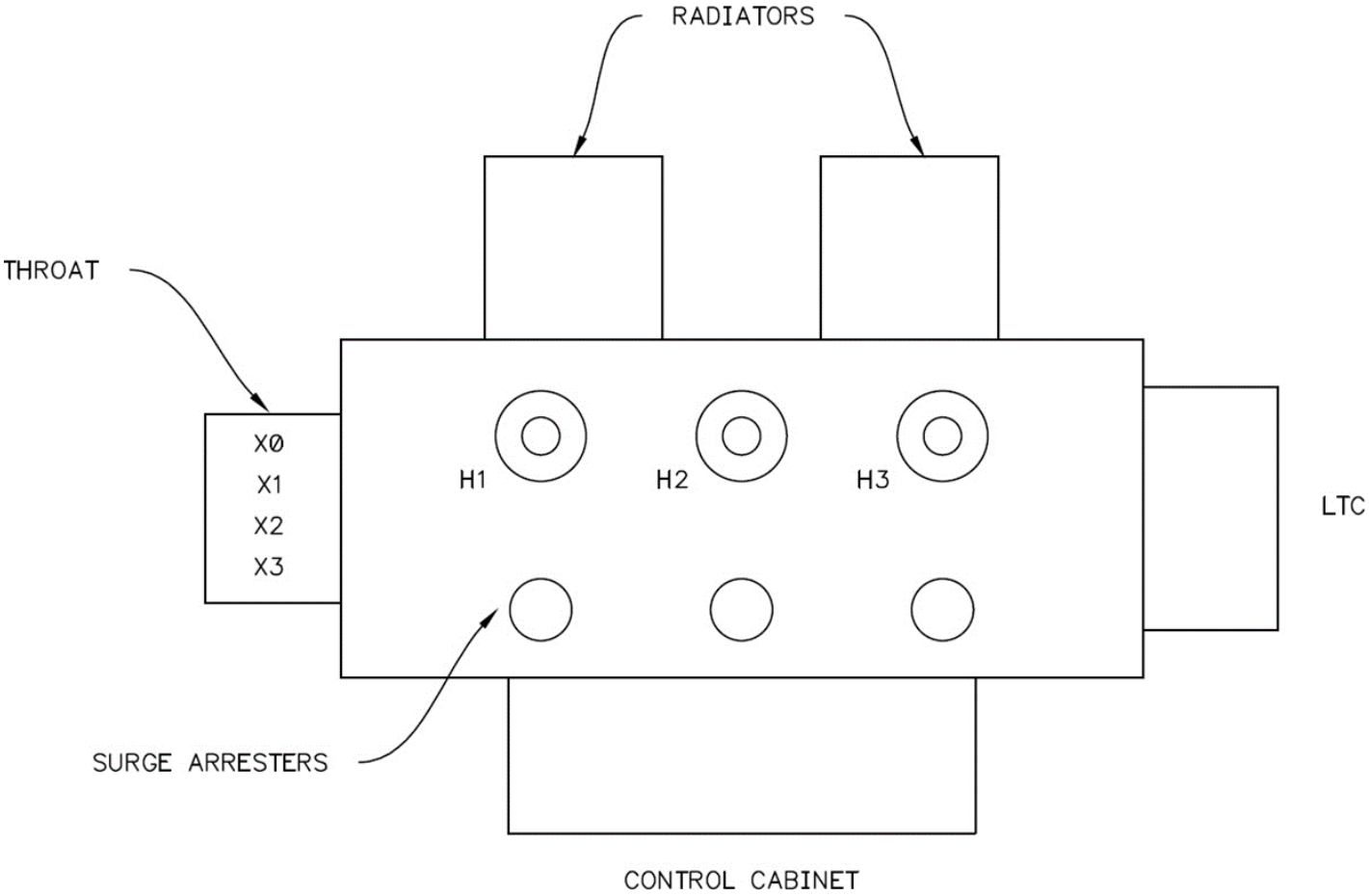
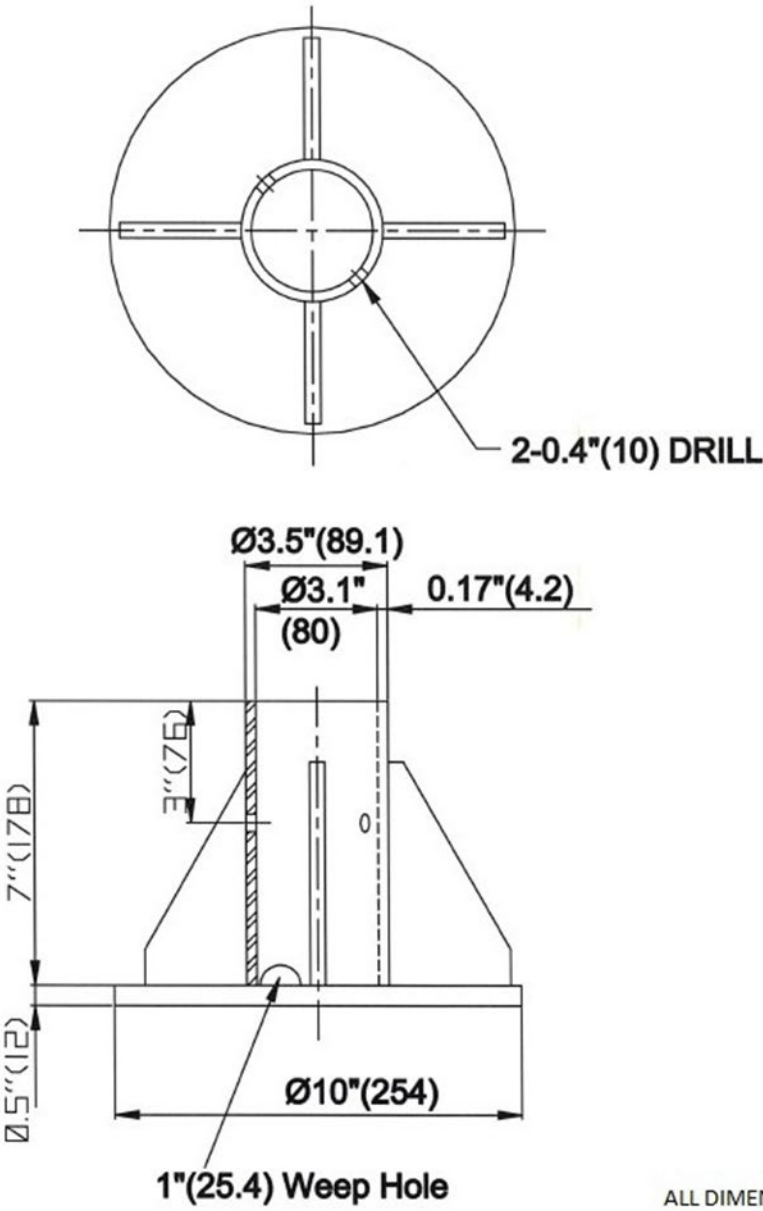


Figure 2 - MAY POLE



ALL DIMENSIONS ARE IN INCHES (MILLIMETERS)

## **APPENDIX B – BID SUBMITTAL DOCUMENTS**

Signature Page

Price Proposal Form

Record of Prior Contracts

Data Sheets for Each Item

Data Sheets for Items 1, 2, 3, 4 and 5

Data Sheet for Failures and Price Adjustment

Proposal Notice

## SIGNATURE PAGE

### **CITY OF TACOMA Power Transmission & Distribution**

All submittals must be in ink or typewritten, executed by a duly authorized officer or representative of the bidding/proposing entity, and received and time stamped as directed in the **Request for Bid page near the beginning of the specification**. If the bidder/proposer is a subsidiary or doing business on behalf of another entity, so state, and provide the firm name under which business is hereby transacted.

#### **REQUEST FOR BIDS SPECIFICATION NO. PT23-0154F POWER TRANSFORMERS – 115KV 10/12.5MVA, 15/20/25MVA, AND 24/32/40MVA**

The undersigned bidder/proposer hereby agrees to execute the proposed contract and furnish all materials, labor, tools, equipment and all other facilities and services in accordance with these specifications.

The bidder/proposer agrees, by submitting a bid/proposal under these specifications, that in the event any litigation should arise concerning the submission of bids/proposals or the award of contract under this specification, Request for Bids, Request for Proposals or Request for Qualifications, the venue of such action or litigation shall be in the Superior Court of the State of Washington, in and for the County of Pierce.

#### **Non-Collusion Declaration**

*The undersigned bidder/proposer hereby certifies under penalty of perjury that this bid/proposal is genuine and not a sham or collusive bid/proposal, or made in the interests or on behalf of any person or entity not herein named; and that said bidder/proposer has not directly or indirectly induced or solicited any contractor or supplier on the above work to put in a sham bid/proposal or any person or entity to refrain from submitting a bid/proposal; and that said bidder/proposer has not, in any manner, sought by collusion to secure to itself an advantage over any other contractor(s) or person(s).*

\_\_\_\_\_  
Bidder/Proposer's Registered Name

\_\_\_\_\_  
Signature of Person Authorized to Enter      Date  
into Contracts for Bidder/Proposer

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
(Area Code) Telephone Number / Fax Number

\_\_\_\_\_  
Authorized Signatory E-Mail Address

\_\_\_\_\_  
State Business License Number  
in WA, also known as UBI (Unified Business Identifier) Number

\_\_\_\_\_  
E.I.No. / Federal Social Security Number Used on Quarterly  
Federal Tax Return, U.S. Treasury Dept. Form 941

\_\_\_\_\_  
State Contractor's License Number  
(See Ch. 18.27, R.C.W.)

\_\_\_\_\_  
E-Mail Address for Communications

Addendum acknowledgement #1\_\_\_\_\_ #2\_\_\_\_\_ #3\_\_\_\_\_ #4\_\_\_\_\_ #5\_\_\_\_\_

***THIS PAGE MUST BE SIGNED AND RETURNED WITH SUBMITTAL.***

## PT23-0154F Manufacturer Information

Item Name	Manufacturer Name	Part Number
Power Transformer 115/13.2kV 15/20/25MVA with HV DETC & LV LTC		
Power Transformer 115/14.4kV 15/20/25MVA with HV DETC & LV LTC		
Power Transformer 115/13.2kV 24/32/40MVA with HV DETC & LV LTC		
Power Transformer 115/14.4kV 24/32/40MVA with HV DETC & LV LTC		
Power Transformer 115/13.2kV 10/12.5MVA with HV DETC & LV LTC		
Spare High Voltage Transformer Bushing		
Spare Low Voltage Transformer Bushing		
Set of LTC spare parts for use with Items 1 and 2		
Set of LTC spare parts for use with Items 3 and 4		



**Equipment Specification PT23-0154F**  
**Power Transformers**  
**115KV 15/20/25MVA, 24/32/40MVA,**  
**10/12.5MVA**

NAME OF BIDDER

**PROPOSAL PRICE SHEET**

Item No.	Description	Estimated Quantity	Fixed Unit Price* (before sales taxes)	TOTAL (before sales taxes)
1	Power Transformer 115/13.2kV 15/20/25MVA with HV DETC & LV LTC	2	\$ ea.	\$ ea.
2	Power Transformer 115/14.4kV 15/20/25MVA with HV DETC & LV LTC	2	\$ ea.	\$ ea.
3	Power Transformer 115/13.2kV 24/32/40MVA with HV DETC & LV LTC	1	\$ ea.	\$ ea.
4	Power Transformer 115/14.4kV 24/32/40MVA with HV DETC & LV LTC	1	\$ ea.	\$ ea.
5	Power Transformer 115/13.2kV 10/12.5MVA with HV DETC & LV LTC	1	\$ ea.	\$ ea.
6	Spare High Voltage Transformer Bushing		\$ ea.	\$ ea.
7	Spare Low Voltage Transformer Bushing		\$ ea.	\$ ea.
8	Set of LTC spare parts for use with Items 1 and 2		\$ ea.	\$ ea.
9	Set of LTC spare parts for use with Items 3 and 4		\$ ea.	\$ ea.
10			\$ ea.	\$ ea.
11			\$ ea.	\$ ea.
12			\$ ea.	\$ ea.
	<b>Subtotal</b>			\$
	<b>Sales Tax @ 10.1 %</b>			\$
	<b>TOTAL</b>			\$

\*see section 25

Request for Bids  
 Template Revised: 05/11/2023

Specification No. PT23-0154F



Equipment Specification PT23-0154F  
Power Transformers  
115KV 15/20/25MVA, 24/32/40MVA,  
10/12.5MVA

NAME OF BIDDER

## DATA SHEET

for Item No. 1

### Power Transformer 115/13.2kV 15/20/25MVA with HV DETC & LV LTC

#### Item 1

Total weight of transformer with oil, ready for service: \_\_\_\_\_ Lb. (approx.)

Net weight of core and coils: \_\_\_\_\_ Lb. (approx.)

Amount of oil required for transformer: \_\_\_\_\_ Lb. (approx.)

Weight of transformer on shipping car: \_\_\_\_\_ Lb. (approx.)

Total height including bushings: \_\_\_\_\_ In. (approx.)

Height of tank and cover only: \_\_\_\_\_ In. (approx.)

Length overall: \_\_\_\_\_ In. (approx.)

Width overall: \_\_\_\_\_ In. (approx.)

Amount of headroom required to remove core and windings from tank: \_\_\_\_\_ Ft. (approx.)

Is lifting beam required for lifting assembled transformer or in untanking: Yes \_\_\_\_ No \_\_\_\_

Will the transformer be core form or shell form? \_\_\_\_\_

Maximum hot-spot temperature under continuous full load \_\_\_\_\_ Deg. C

Gauranteed sound level, full volt, no load, with both stanges of cooling On, per serction 28.13 \_\_\_\_\_ Decibels





Equipment Specification PT23-0154F  
Power Transformers  
115KV 15/20/25MVA, 24/32/40MVA,  
10/12.5MVA

NAME OF BIDDER \_\_\_\_\_

### Item No. 1 Data Sheet - Continued

Bushings: 115kV Manufacturer Name: \_\_\_\_\_ Catalog No. \_\_\_\_\_

15kV Manufacturer Name: \_\_\_\_\_ Catalog No. \_\_\_\_\_

Lightning Arrestors: 115kV Manufacturer Name: \_\_\_\_\_ Catalog No. \_\_\_\_\_

Impulse Test: Does the manufacturer normally apply a production  
run impulse test for quality control? Yes \_\_\_\_ No \_\_\_\_

Rating of No-Load Tap Changer: \_\_\_\_\_

Manufacturer and Model No: \_\_\_\_\_

Maximum continuous current: \_\_\_\_\_

Rating of Load Tap Changer: \_\_\_\_\_

L.T.C. Manufacturer and Model No: \_\_\_\_\_

Maximum continuous current: \_\_\_\_\_

Guaranteed number of operations without maintenance: \_\_\_\_\_

Guaranteed number of operations at 125% of rated current at 65  
degrees C rating and rated step voltage without maintenance:

Connection type (reversing or coarse/fine): \_\_\_\_\_



Equipment Specification PT23-0154F  
Power Transformers  
115KV 15/20/25MVA, 24/32/40MVA,  
10/12.5MVA

NAME OF BIDDER

## DATA SHEET

for Item No. 2

### Power Transformer 115/13.2kV 15/20/25MVA with HV DETC & LV LTC

#### Item 1

Total weight of transformer with oil, ready for service: \_\_\_\_\_ Lb. (approx.)

Net weight of core and coils: \_\_\_\_\_ Lb. (approx.)

Amount of oil required for transformer: \_\_\_\_\_ Lb. (approx.)

Weight of transformer on shipping car: \_\_\_\_\_ Lb. (approx.)

Total height including bushings: \_\_\_\_\_ In. (approx.)

Height of tank and cover only: \_\_\_\_\_ In. (approx.)

Length overall: \_\_\_\_\_ In. (approx.)

Width overall: \_\_\_\_\_ In. (approx.)

Amount of headroom required to remove core and windings from tank: \_\_\_\_\_ Ft. (approx.)

Is lifting beam required for lifting assembled transformer or in untanking: Yes \_\_\_\_ No \_\_\_\_

Will the transformer be core form or shell form? \_\_\_\_\_

Maximum hot-spot temperature under continuous full load \_\_\_\_\_ Deg. C

Gauranteed sound level, full volt, no load, with both stanges of cooling \_\_\_\_\_ Decibels

On, per serction 28.13



Equipment Specification PT23-0154F  
Power Transformers  
115KV 15/20/25MVA, 24/32/40MVA,  
10/12.5MVA

NAME OF BIDDER

**Item No. 2 Data Sheet - Continued**

Bushings: 115kV Manufacturer Name: \_\_\_\_\_ Catalog No. \_\_\_\_\_

15kV Manufacturer Name: \_\_\_\_\_ Catalog No. \_\_\_\_\_

Lightning Arrestors: 115kV Manufacturer Name: \_\_\_\_\_ Catalog No. \_\_\_\_\_

Impulse Test: Does the manufacturer normally apply a production  
run impulse test for quality control? Yes \_\_\_\_ No \_\_\_\_

Rating of No-Load Tap Changer: \_\_\_\_\_

Manufacturer and Model No: \_\_\_\_\_

Maximum continuous current: \_\_\_\_\_

Rating of Load Tap Changer: \_\_\_\_\_

L.T.C. Manufacturer and Model No: \_\_\_\_\_

Maximum continuous current: \_\_\_\_\_

Guaranteed number of operations without maintenance: \_\_\_\_\_

Guaranteed number of operations at 125% of rated current at 65  
degrees C rating and rated step voltage without maintenance:

Connection type (reversing or coarse/fine): \_\_\_\_\_



Equipment Specification PT23-0154F  
Power Transformers  
115KV 15/20/25MVA, 24/32/40MVA,  
10/12.5MVA

NAME OF BIDDER

## DATA SHEET

for Item No. 3

### Power Transformer 115/13.2kV 15/20/25MVA with HV DETC & LV LTC

#### Item 1

Total weight of transformer with oil, ready for service: \_\_\_\_\_ Lb. (approx.)

Net weight of core and coils: \_\_\_\_\_ Lb. (approx.)

Amount of oil required for transformer: \_\_\_\_\_ Lb. (approx.)

Weight of transformer on shipping car: \_\_\_\_\_ Lb. (approx.)

Total height including bushings: \_\_\_\_\_ In. (approx.)

Height of tank and cover only: \_\_\_\_\_ In. (approx.)

Length overall: \_\_\_\_\_ In. (approx.)

Width overall: \_\_\_\_\_ In. (approx.)

Amount of headroom required to remove core and windings from tank: \_\_\_\_\_ Ft. (approx.)

Is lifting beam required for lifting assembled transformer or in untanking: Yes \_\_\_\_ No \_\_\_\_

Will the transformer be core form or shell form? \_\_\_\_\_

Maximum hot-spot temperature under continuous full load \_\_\_\_\_ Deg. C

Gauranteed sound level, full volt, no load, with both stanges of cooling \_\_\_\_\_ Decibels

On, per serction 28.13



Equipment Specification PT23-0154F  
Power Transformers  
115KV 15/20/25MVA, 24/32/40MVA,  
10/12.5MVA

NAME OF BIDDER

**Item No. 3 Data Sheet - Continued**

Bushings: 115kV Manufacturer Name: \_\_\_\_\_ Catalog No. \_\_\_\_\_

15kV Manufacturer Name: \_\_\_\_\_ Catalog No. \_\_\_\_\_

Lightning Arrestors: 115kV Manufacturer Name: \_\_\_\_\_ Catalog No. \_\_\_\_\_

Impulse Test: Does the manufacturer normally apply a production  
run impulse test for quality control? Yes \_\_\_\_ No \_\_\_\_

Rating of No-Load Tap Changer: \_\_\_\_\_

Manufacturer and Model No: \_\_\_\_\_

Maximum continuous current: \_\_\_\_\_

Rating of Load Tap Changer: \_\_\_\_\_

L.T.C. Manufacturer and Model No: \_\_\_\_\_

Maximum continuous current: \_\_\_\_\_

Guaranteed number of operations without maintenance: \_\_\_\_\_

Guaranteed number of operations at 125% of rated current at 65  
degrees C rating and rated step voltage without maintenance:

Connection type (reversing or coarse/fine): \_\_\_\_\_



Equipment Specification PT23-0154F  
Power Transformers  
115KV 15/20/25MVA, 24/32/40MVA,  
10/12.5MVA

NAME OF BIDDER

## DATA SHEET

for Item No. 4

### Power Transformer 115/13.2kV 15/20/25MVA with HV DETC & LV LTC

#### Item 1

Total weight of transformer with oil, ready for service: \_\_\_\_\_ Lb. (approx.)

Net weight of core and coils: \_\_\_\_\_ Lb. (approx.)

Amount of oil required for transformer: \_\_\_\_\_ Lb. (approx.)

Weight of transformer on shipping car: \_\_\_\_\_ Lb. (approx.)

Total height including bushings: \_\_\_\_\_ In. (approx.)

Height of tank and cover only: \_\_\_\_\_ In. (approx.)

Length overall: \_\_\_\_\_ In. (approx.)

Width overall: \_\_\_\_\_ In. (approx.)

Amount of headroom required to remove core and windings from tank: \_\_\_\_\_ Ft. (approx.)

Is lifting beam required for lifting assembled transformer or in untanking: Yes \_\_\_\_ No \_\_\_\_

Will the transformer be core form or shell form? \_\_\_\_\_

Maximum hot-spot temperature under continuous full load \_\_\_\_\_ Deg. C

Gauranteed sound level, full volt, no load, with both stanges of cooling \_\_\_\_\_ Decibels

On, per serction 28.13



Equipment Specification PT23-0154F  
Power Transformers  
115KV 15/20/25MVA, 24/32/40MVA,  
10/12.5MVA

NAME OF BIDDER

**Item No. 4 Data Sheet - Continued**

Bushings: 115kV Manufacturer Name: \_\_\_\_\_ Catalog No. \_\_\_\_\_

15kV Manufacturer Name: \_\_\_\_\_ Catalog No. \_\_\_\_\_

Lightning Arrestors: 115kV Manufacturer Name: \_\_\_\_\_ Catalog No. \_\_\_\_\_

Impulse Test: Does the manufacturer normally apply a production  
run impulse test for quality control? Yes \_\_\_\_ No \_\_\_\_

Rating of No-Load Tap Changer: \_\_\_\_\_

Manufacturer and Model No: \_\_\_\_\_

Maximum continuous current: \_\_\_\_\_

Rating of Load Tap Changer: \_\_\_\_\_

L.T.C. Manufacturer and Model No: \_\_\_\_\_

Maximum continuous current: \_\_\_\_\_

Guaranteed number of operations without maintenance: \_\_\_\_\_

Guaranteed number of operations at 125% of rated current at 65  
degrees C rating and rated step voltage without maintenance:

Connection type (reversing or coarse/fine): \_\_\_\_\_



Equipment Specification PT23-0154F  
Power Transformers  
115KV 15/20/25MVA, 24/32/40MVA,  
10/12.5MVA

NAME OF BIDDER

## DATA SHEET

for Item No. 5

### Power Transformer 115/13.2kV 15/20/25MVA with HV DETC & LV LTC

#### Item 1

Total weight of transformer with oil, ready for service: \_\_\_\_\_ Lb. (approx.)

Net weight of core and coils: \_\_\_\_\_ Lb. (approx.)

Amount of oil required for transformer: \_\_\_\_\_ Lb. (approx.)

Weight of transformer on shipping car: \_\_\_\_\_ Lb. (approx.)

Total height including bushings: \_\_\_\_\_ In. (approx.)

Height of tank and cover only: \_\_\_\_\_ In. (approx.)

Length overall: \_\_\_\_\_ In. (approx.)

Width overall: \_\_\_\_\_ In. (approx.)

Amount of headroom required to remove core and windings from tank: \_\_\_\_\_ Ft. (approx.)

Is lifting beam required for lifting assembled transformer or in untanking: Yes \_\_\_\_ No \_\_\_\_

Will the transformer be core form or shell form? \_\_\_\_\_

Maximum hot-spot temperature under continuous full load \_\_\_\_\_ Deg. C

Gauranteed sound level, full volt, no load, with both stanges of cooling \_\_\_\_\_ Decibels

On, per serction 28.13





Equipment Specification PT23-0154F  
Power Transformers  
115KV 15/20/25MVA, 24/32/40MVA,  
10/12.5MVA

NAME OF BIDDER

**Item No. 5 Data Sheet - Continued**

Bushings: 115kV Manufacturer Name: \_\_\_\_\_ Catalog No. \_\_\_\_\_

15kV Manufacturer Name: \_\_\_\_\_ Catalog No. \_\_\_\_\_

Lightning Arrestors: 115kV Manufacturer Name: \_\_\_\_\_ Catalog No. \_\_\_\_\_

Impulse Test: Does the manufacturer normally apply a production  
run impulse test for quality control? Yes \_\_\_\_ No \_\_\_\_

Rating of No-Load Tap Changer: \_\_\_\_\_

Manufacturer and Model No: \_\_\_\_\_

Maximum continuous current: \_\_\_\_\_

Rating of Load Tap Changer: \_\_\_\_\_

L.T.C. Manufacturer and Model No: \_\_\_\_\_

Maximum continuous current: \_\_\_\_\_

Guaranteed number of operations without maintenance: \_\_\_\_\_

Guaranteed number of operations at 125% of rated current at 65  
degrees C rating and rated step voltage without maintenance:

Connection type (reversing or coarse/fine): \_\_\_\_\_



Equipment Specification PT23-0154F  
Power Transformers  
115KV 15/20/25MVA, 24/32/40MVA,  
10/12.5MVA

NAME OF BIDDER

### DATA SHEET FOR

#### ITEM NOS. 1,2,3,4,5

<u>Impedance</u>	<u>Windings</u>	<u>Item 1</u>	<u>Item 2</u>	<u>Item 3</u>	<u>Item 4</u>	<u>Item 5</u>
Percent Impedance between Windings:	H - X (max.)	_____ %	_____ %	_____ %	_____ %	_____ %
Percent Impedance between Windings:	H - X (nom.)	_____ %	_____ %	_____ %	_____ %	_____ %
Percent Impedance between Windings:	H - X (min.)	_____ %	_____ %	_____ %	_____ %	_____ %

\*\*\*\*\*

<u>Losses</u>	<u>Item 1</u>	<u>Item 2</u>	<u>Item 3</u>	<u>Item 4</u>	<u>Item 5</u>
Load Losses at self-cooled MVA rated current, with both taps (if any) at the rated position (temperature corrected 85°C for 65°C rise transformer).	_____ KW	_____ KW	_____ KW	_____ KW	_____ KW
Excitation losses at 100% rated voltage:	_____ KW	_____ KW	_____ KW	_____ KW	_____ KW
Total losses at 100% rated voltage:	_____ KW	_____ KW	_____ KW	_____ KW	_____ KW
Auxiliary losses at maximum load:	_____ KW	_____ KW	_____ KW	_____ KW	_____ KW

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<u>Excitation Current</u>	<u>Item 1</u>	<u>Item 2</u>	<u>Item 3</u>	<u>Item 4</u>	<u>Item 5</u>
What is the excitation current, rated in percentage (%), of ONAN MVA current:					
At 100% of rated voltage:	_____ %	_____ %	_____ %	_____ %	_____ %

At 105% of rated voltage:

_____	_____	_____	_____	_____
%	%	%	%	%

At 110% of rated voltage:

_____	_____	_____	_____	_____
%	%	%	%	%

Will the control cabinet be removed for shipping? Yes \_\_\_\_ No \_\_\_\_

Will the transformer be shipped with or without oil? With oil \_\_\_\_\_ Without oil \_\_\_\_

Bidder shall provide a winding schematic diagram, showing the LTC, with their bid proposal.



Equipment Specification PT23-0154F  
Power Transformers  
115KV 15/20/25MVA, 24/32/40MVA,  
10/12.5MVA

NAME OF BIDDER

## DATA SHEET

### FAILURES AND PRICE ESCALATION

Has any transformer, coming from the same manufacturer's factory as the units you are bidding, experienced a test floor failure within the last five (5) years? If so, what kind of failure? What was the cause? What corrective action has been taken to prevent future failures? Name of purchaser?

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Has any transformer, coming from the same manufacturer's factory as the units you are bidding, experienced a field failure within the last five (5) years? If so, what kind of failure? What was the cause? What corrective action was taken to prevent future failures? Name of purchaser?

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What methodology is proposed for indexed pricing per Section 19?

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Equipment Specification PT23-0154F  
Power Transformers  
115KV 15/20/25MVA, 24/32/40MVA,  
10/12.5MVA

NAME OF BIDDER

## DATA SHEET

### FAILURES AND PRICE ESCALATION - CONTINUED

For each commodity, please list the proposed index and the percentage of transformer price (See Section 19).

Commodity	Proposed Index	Percentage of Transformer Price

### ACKNOWLEDGEMENT OF ADDENDUM

	Date of Addendum	Initials
#1	_____	(     )
#2	_____	(     )
#3	_____	(     )
#4	_____	(     )

### **PROPOSAL - NOTICE**

All attachments of "Standard Terms and Conditions" or letters modifying the Proposal shall be referenced on this page under the appropriate heading or they will not be considered a part of the Proposal.

#### **Bidder's Statement of Delivery Time**

Item No. 1:

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Item No. 2:

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Item No. 3:

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Item No. 4:

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Item No. 5:

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**Bidder's Statement of Price Guarantee** – shall be a minimum of 60 days from bid opening date to cover the City's contract award process. In addition, the Vendor shall state their acceptance to the price escalation clause outlined in Section 19 of the Special Provisions.

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#### **Manufacturer's/Bidder's Guarantees and/or Warranties of Material or Equipment**

State whether guarantees and/or warranties "equal or exceed" Paragraph 1.10 - Standard Terms and Conditions and Paragraph 1.19 of the Special Provisions.

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#### **State Whether Exception "IS" or "IS NOT" Taken to This Specification\***

(Paragraph 1.08 – Standard Terms and Conditions)

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\*NOTE: The City cannot legally accept a substantial deviation from these specifications. Bids containing any substantial deviation will be rejected as non-responsive. Where the bidder indicates that exception is not taken to this specification, but then attaches non-conforming warranties or other modifications to the specification, it is then agreed that the bidder warrants

that where the specification deviates from the bidder's attachment, the bidder will perform to the highest standard

## RECORD OF PRIOR CONTRACTS

**BIDDER NAME.** \_\_\_\_\_

**SPECIFICATION NO.** \_\_\_\_\_

Beginning Date	Completion Date	Contract With	Type of Work	Contact Person and Phone #	Amount of Contract

**Remarks:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_





City of Tacoma  
Community & Economic Development  
Office of Small Business Enterprise  
747 Market Street, Room 808  
Tacoma, WA 98402  
253-594-7933 or 253-591-5224

## PRIME CONTRACTOR'S PRE-WORK FORM

Company Name

Telephone

Address/City/State/Zip Code

Specification Number

Specification Title

JOB CATEGORIES SPECIFY	TOTAL EMPLOYEES		TOTAL MINORITY EMPLOYEES		BLACK		ASIAN or PACIFIC ISLANDER		AMERICAN INDIAN or ALASKAN NATIVE		HISPANIC	
	M	F	M	F	M	F	M	F	M	F	M	F
Officer / Managers												
Supervisors												
Project Managers												
Office / Clerical												
Apprentices												
Trainees												
<b>TOTALS</b>												

### CONTRACTOR'S PROJECTED WORK FORCE - THIS PROJECT

Superintendent												
Foreman												
Operators												
Laborers												
Apprentice												
Trainee												
<b>TOTALS</b>												

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**Type or Print Name of Responsible Officer / Title**

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**Signature of Responsible Officer**

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**Date**

CCD/SBE/FORMS revised May 2017

## INSTRUCTIONS FOR COMPLETING PRIME CONTRACTOR'S PRE-WORK FORM

***This form only applies to employees who will be working on this specific project.***

1. "Heading" the company name and address should reflect the prime contractor actually doing business with the City of Tacoma. If this address is different from that of the Equal Employment Opportunity Officer that administers the EEO programs of the company, the Equal Employment Opportunity Officer's address should be noted in the "Comments" section at the bottom of the form. "Telephone" should contain the area code, telephone number and extension (if any) for the Equal Employment Officer or the responsible official.
2. "Job Categories" at the extreme left hand column of the form specifying "Job Categories" lists "Officials & Managers." You are to list in addition to Officials & Managers any appropriate job titles such as Sales Workers, Office/Clerical, Professionals, Technical, etc., as they apply to your own company and only as pertains to this specific project.
3. The "M" and "F" headings at the top of each column refer to "Male" and "Female."
4. The "Total Employees" column should list the total number of male employees under "M" and the total female number of female employees under "F" for each job category listed. They should be listed in a similar manner in the "Total" category at the bottom of the form. The "Total Employees" column should include all those employees listed under "Non-Minority" and "Total Minorities." "Non-Minority" should include all employees not listed in the minority columns.
5. "Total Minorities" should include all employees listed under the "Black," "Asian or Pacific Islander" (A person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes, for example, China, India, Japan, Korea, the Philippine Islands, and Samoa.), "American Indian or Alaskan Native," and "Hispanic" columns. These columns should include only employees who are members of that particular minority group. Designation and definitions of ethnic/national origin status follow the instructions and definitions of the Federal EEO-1 Form of the U. S. Equal Employment Opportunity Commission.
6. "Totals" this line should reflect the total of all lines in each of the above columns.
7. The signature of your company's designated responsible official or similar official responsible for equal employment opportunity must appear in the designated space at the bottom of the form. Please PRINT OR TYPE the person's name on the top line across from the signature. This is required since some signatures are difficult to read.
8. "Comments" this section is to be used as needed for explanations to under utilization rate or lack of turnover, proposed expansion or reduction of staff or any other pertinent information you believe will help clarify or explain the data presented on the form. If you need additional space, please explain on a separate sheet of paper.

9. If you need assistance or have questions regarding the completion of this form, please call the SBE Office at 253-594-7933 or 253-591-5224.

CCD/SBE/FORMS revised May 2017

## **APPENDIX C-SAMPLE DOCUMENTS**

Sample Contract

City of Tacoma Insurance Requirements

Standard Terms & Conditions

## SERVICES CONTRACT

Click here for the [Contract Questionnaire Popup Quick Reference](#)

Start Questionnaire

Finalize Document

THIS CONTRACT, made and entered into effective as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (EFFECTIVE DATE) by and between the CITY OF TACOMA, a municipal corporation of the State of Washington (hereinafter referred to as the "CITY"), and **[INSERT legal name of Supplier exactly as it appears in Ariba]**, (hereinafter referred to as "CONTRACTOR");

In consideration of the mutual promises and obligations hereinafter set forth, the Parties hereto agree as follows:

### 1. Scope of Services/Work

The CONTRACTOR agrees to diligently and completely perform the services and/or deliverables consisting of [INSERT A BRIEF DESCRIPTION OF THE WORK TO BE PERFORMED] as is described in Exhibit XXXXX [A, B, ETC., if needed] attached hereto and incorporated herein.

### 2. Order of Precedence

To the extent there is any discrepancy or conflict between and/or amongst the terms of this Contract and Exhibit(s) \_\_\_\_\_, the controlling terms for this Contract will be interpreted in the following order of precedence, with the first listed being the most controlling, and the last listed being the least controlling: Contract, Exhibit \_\_\_\_, Exhibit \_\_\_\_\_. [INSERT EXHIBIT REFERENCES IN ORDER OF WHICH IS MOST CONTROLLING]

### 3. Changes to Scope of Work

The CITY shall have the right to make changes within the general scope of services and/or deliverables upon execution in writing of a change order or amendment hereto. If the changes will result in additional work effort by CONTRACTOR, the CITY will agree to reasonably compensate the CONTRACTOR for such additional effort up to the maximum amount specified herein or as otherwise provided by City Code.

### 4. On Call Contracts

If the services and deliverables performed under this Contract are on an on call or as assigned basis, service and deliverables may be assigned by Task Authorization or Statements of Work, are subject to Section 9, and cannot augment any other work that the CONTRACTOR is doing for the CITY on another Contract. Actual compensation will depend upon the actual purchases made by the City during the life of this Contract and will be paid at the rates set in Exhibit A

### 5. Term

All services shall be satisfactorily completed on or before [INSERT CONTRACT TERMINATION DATE] and this Contract shall expire on said date unless mutually extended by a written and executed Amendment to this Contract.

## **6. Renewals**

At CITY's sole option, the Term of this Contract may be renewed for additional [INSERT THE RENEWAL PERIOD - 1 YEAR, ETC] periods, not to exceed [INSERT THE MAXIMUM NUMBER OF RENEWAL PERIODS]. CITY will provide written notice of its intent to exercise any renewal options at least 30 days prior to the then existing Term and a written Amendment to this Contract will be mutually executed.

## **7. Delay**

Neither party shall be considered to be in default in the performance of this Contract to the extent such performance is prevented or delayed by any cause which is beyond the reasonable control of the affected party and, in such event, the time for performance shall be extended for a period equal to any time lost as a result thereof. In the event CONTRACTOR is unable to proceed due to a delay solely attributable to CITY, CONTRACTOR shall advise CITY of such delay in writing as soon as is practicable.

## **8. Compensation**

The CITY shall compensate the CONTRACTOR for the services and deliverables performed under this Contract [in accordance with OR on the basis of] [INSERT DESCRIPTION OF COMPENSATION ARRANGEMENTS – REFERENCE EXHIBIT, TIME AND MATERIALS, LUMP SUM ETC.]

## **9. Not to Exceed Amount**

The total price to be paid by CITY for CONTRACTOR'S full and complete performance of the Scope of Work hereunder shall not exceed \$ [INSERT TOTAL AMOUNT OF CONTRACT] plus applicable taxes without a written and executed Amendment to this Contract. Said price shall be the total compensation for CONTRACTOR'S performance hereunder including, but not limited to, all work, deliverables, materials, supplies, equipment, subcontractor's fees, and all reimbursable travel and miscellaneous or incidental expenses to be incurred by CONTRACTOR.

In the event the CONTRACTOR incurs cost in excess of the sum authorized for service under this Contract, the CONTRACTOR shall pay such excess from its own funds, and the CITY shall not be required to pay any part of such excess, and the CONTRACTOR shall have no claim against the CITY on account thereof.

## **10. Payment**

CONTRACTOR shall submit XXXXXXXXX {monthly, weekly, annual, Contract milestone, etc.} invoices for services completed and/or deliverables furnished during the invoice period. Upon CITY'S request, CONTRACTOR shall submit necessary and appropriate documentation, as determined by the CITY, for all invoiced services and deliverables.

Payment shall be made through the CITY'S ordinary payment process, and shall be considered timely if made within 30 days of receipt of a properly completed invoice. All payments shall be subject to adjustment for any amounts, upon audit or otherwise, determined to have been improperly invoiced. The CITY may withhold payment to the CONTRACTOR for any services or deliverables not performed as required hereunder until such time as the CONTRACTOR modifies such services or deliverables to the satisfaction of the CITY.

## **11. Payment Method**

The City's preferred method of payment is by ePayables (Payment Plus), followed by credit card (aka procurement card), then Electronic Funds Transfer (EFT) by Automated Clearing House (ACH), then check or other cash equivalent. CONTRACTOR may be required to have the capability of accepting the City's ePayables or credit card methods of payment. The City of Tacoma will not accept price changes or pay additional fees when ePayables (Payment Plus) or credit card is used. The City, in its sole discretion, will determine the method of payment for this Contract.

## **12. Independent Contractor Status**

The services and deliverables shall be furnished by the CONTRACTOR as an independent Contractor, and nothing herein contained shall be construed to create an employer and employee relationship. The CONTRACTOR shall provide at its sole expense all materials, office space, and other necessities to perform its duties under this Contract, unless stated otherwise in this Contract. No payroll or employment taxes of any kind shall be withheld or paid by the CITY with respect to payments to CONTRACTOR. The payroll or employment taxes that are the subject of this paragraph include, but are not limited to, FICA, FUTA, federal income tax, state personal income tax, state disability insurance tax and state unemployment insurance tax. By reason of CONTRACTOR's status as an independent Contractor hereunder, no workers' compensation insurance has been or will be obtained by the CITY on account of CONTRACTOR. CONTRACTOR may be required to provide the CITY proof of payment of these said taxes and benefits. If the CITY is assessed or deemed liable in any manner for those charges or taxes, the CONTRACTOR agrees to hold the CITY harmless from those costs, including attorney's fees.

## **13. Services Warranty**

The CONTRACTOR warrants that all services performed pursuant to this Contract shall be generally suitable for the use to which CITY intends to use said services and deliverables as expressed in the Scope of Work. In the performance of services under this Contract, the CONTRACTOR and its employees further agree to exercise the degree of skill and care required by customarily accepted good practices and procedures followed by professionals or service providers rendering the same or similar type of service. All obligations and services of the CONTRACTOR hereunder shall be performed diligently and completely according to such professional standards.

Unless a higher standard or longer periods of warranty coverage for product deliverables provided under this Contract is provided herein, CONTRACTOR agrees to correct any defect or failure of deliverables supplied under this Contract which occurs



within one year from \_\_\_\_\_ [FILL IN APPROPRIATE TIME FRAME, E.G. GO LIVE, FIRST USE, ETC]. During said warranty period, all of the costs (including shipping, dismantling and reinstallation) of repairs or corrections is the responsibility of the CONTRACTOR. If CONTRACTOR is not the manufacturer of the item of equipment, CONTRACTOR agrees to be responsible for this warranty and shall not be relieved by a lesser manufacturer's guarantee. This Contract warranty period shall be suspended from the time a significant defect is first documented by the CITY until repair or replacement by CONTRACTOR and acceptance by the CITY. In the event less than ninety (90) days remain on the warranty period (after recalculating), the warranty period shall be extended to allow for at least ninety (90) days from the date of repair or replacement and acceptance by the CITY.

#### **14. Reliance on CITY Provided Data or Information**

If the CONTRACTOR intends to rely on information or data supplied by the CITY, other CITY contractors or other generally reputable sources without independent verification, such intent shall be brought to the attention of the CITY.

#### **15. Contract Administration**

[INSERT NAME TITLE AND DEPARTMENT OF CONTRACT ADMINISTRATOR] for the CITY shall have primary responsibility for contract administration and approval of services to be performed by the CONTRACTOR, and shall coordinate all communications between the CONTRACTOR and the CITY.

#### **16. Specific Personnel**

If before, during, or after the execution of this Contract, CONTRACTOR represents to the CITY that certain personnel would or will be responsible for performing services and deliverables under this Contract, then the CONTRACTOR is obligated to ensure that said personnel perform said Contract services to the maximum extent permitted by law. This Contract provision shall only be waived by written authorization by the CITY, and on a case-by-case basis.

#### **17. Right to Audit**

During the Term of this Contract, and for six (6) years thereafter, the CITY shall have the right to inspect and audit during normal business hours all pertinent books and records of the CONTRACTOR and/or any sub-contractor or agent of CONTRACTOR that performed services or furnished deliverables in connection with or related to the Scope of Work hereunder as reasonably needed by CITY to assess performance, compliance and quality assurance under this Contract or in satisfaction of City's public disclosure obligations, as applicable.

CONTRACTOR shall, upon three (3) business days of receipt of written request for such inspection and audit from CITY, provide the CITY with, or permit CITY to make, a copy of any work-related books, accounts, records and documents, in whole or in part, as specified in such request. Said inspection and audit shall occur in Pierce County, Washington or such other reasonable location as the CITY selects. The CITY shall bear the cost of any inspection audit requested hereunder, provided, that if an inspection

audit in accordance with the foregoing provisions discloses overpricing or overcharges (of any nature) by the CONTRACTOR to the CITY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the CITY's audit shall be reimbursed to CITY by CONTRACTOR. Any adjustments or payments that must be made as a result of any audit and inspection hereunder shall be made no later than 90 days from presentation of CITY's findings to CONTRACTOR.

CONTRACTOR shall ensure that the foregoing inspection, audit and copying rights of the CITY are a condition of any subcontract, agreement or other arrangement under which any other person or entity is permitted to perform the Scope of Work under this Contract.

## 18. Records Retention

The CONTRACTOR shall establish and maintain records in accordance with requirements prescribed by the CITY, with respect to all matters related to the performance of this Contract. Except as otherwise authorized by the CITY, the CONTRACTOR shall retain such records for a period of \_\_\_\_\_ [INSERT THE TIME THE RECORDS SHOULD BE KEPT. MOST COMMON IS 6 YEARS] years after receipt of the final payment under this Contract or termination of this Contract.

If CONTRACTOR retains any City records or data hosted in a Cloud Service. CITY shall have the ability to access its records hosted in a Cloud Service at any time during the Term of this Contract. CITY may export and retrieve its records during the Term of the Contract and, no later than 30 days from the termination of this Contract, CONTRACTOR shall export CITY records to City's custody and control.

## 19. Notices

Except for routine operational communications, which may be delivered personally or transmitted by electronic mail all notices required hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or mailed first-class mail, postage prepaid, to the parties at the following addresses:

CITY:	CONTRACTOR:
Name:	Name:
Title:	Title:
Address:	Address:
Telephone No.:	Telephone No.:
E-mail:	E-mail:

## 20. Termination

Except as otherwise provided herein, the CITY may terminate this Contract at any time, with or without cause, by giving ten (10) business days written notice to CONTRACTOR.

In the event of termination, all finished and unfinished work prepared by the CONTRACTOR pursuant to this Contract shall be provided to the CITY. In the event CITY terminates this Contract due to the CITY's own reasons and without cause due to the CONTRACTOR's actions or omissions, the CITY shall pay the CONTRACTOR the amount due for actual work and services necessarily performed under this Contract up to the effective date of termination, not to exceed the total compensation set forth herein. Termination of this Contract by CITY shall not constitute a waiver of any claims or remaining rights the CITY may have against CONTRACTOR relative to performance hereunder.

## **21. Suspension**

The CITY may suspend this Contract, at its sole discretion, upon seven (7) business days' written notice to the CONTRACTOR. Such notice shall indicate the anticipated period of suspension. Any reimbursement for expenses incurred due to the suspension shall be limited to the CONTRACTOR'S reasonable expenses and shall be subject to verification. The CONTRACTOR shall resume performance of services under this Contract without delay when the suspension period ends. Suspension of this Contract by CITY shall not constitute a waiver of any claims or remaining rights the CITY may have against CONTRACTOR relative to performance hereunder.

## **22. Taxes**

Unless stated otherwise in Exhibit A, CONTRACTOR is responsible for the payment of all charges and taxes applicable to the services performed under this Contract, and CONTRACTOR agrees to comply with all applicable laws regarding the reporting of income, maintenance of records, and all other requirements and obligations imposed pursuant to applicable law. If the CITY is assessed, made liable, or responsible in any manner for such charges or taxes, the CONTRACTOR holds CITY harmless from such costs, including attorney's fees.

If CONTRACTOR fails to pay any taxes, assessments, penalties, or fees imposed by any governmental body, including by Tacoma City ordinance, and including by a court of law, CITY will deduct and withhold or pay over to the appropriate governmental body those unpaid amounts upon demand by the governmental body. Any such payments shall be deducted from the CONTRACTOR's total compensation.

## **23. Licenses and Permits**

The CONTRACTOR, at its expense, shall obtain and keep in force any and all necessary licenses and permits. The CONTRACTOR shall obtain a business license as required by Tacoma Municipal Code Subtitle 6B.20 and shall pay business and occupation taxes as required by Tacoma Municipal Code Subtitle 6A.30. If applicable, CONTRACTOR must have a Washington state business license.

## **24. Indemnification**

CONTRACTOR shall indemnify, defend, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers, from any and all claims, demands, damages, lawsuits, liabilities, losses, liens, expenses and costs arising out of the subject

matter of this Contract; provided that this provision shall not apply to the extent that damage or injury results from the sole negligence of the CITY, or its officers, agents, or employees. This indemnification shall extend to and include attorneys' fees and the cost of establishing the right of indemnification hereunder in favor of the CITY. This indemnification shall survive the termination of this Contract.

It is expressly agreed that with respect to design professional services performed by CONTRACTOR herein, CONTRACTOR's duty of indemnification, including the duty and cost to defend, against liability for damages arising out of such services or out of bodily injury to persons or damage to property shall, as provided in RCW 4.24.115 apply only to the extent of CONTRACTOR's negligence.

CONTRACTOR hereby warrants and represents CONTRACTOR is owner of any products, solutions or deliverables provided and licensed under this Contract or otherwise has the right to grant to CITY the licensed rights under this Contract, without violating the rights of any third party worldwide. CONTRACTOR shall, at its expense, defend, indemnify and hold harmless CITY and its employees, officers, directors, contractors, agents and volunteers from any claim or action against CITY which is based on a claim against CITY for infringement of a patent, copyright, trademark, or other propriety right or appropriation of a trade secret.

## **25. Title 51 Waiver**

CONTRACTOR specifically assumes potential liability for actions brought by the CONTRACTOR'S own employees against the CITY and, solely for the purpose of this indemnification and defense, the CONTRACTOR specifically waives any immunity under the state industrial insurance law, Title 51 RCW. THE CONTRACTOR RECOGNIZES THAT THIS WAIVER WAS THE SUBJECT OF MUTUAL NEGOTIATION.

## **26. Insurance**

During the course and performance of the services herein specified, CONTRACTOR will maintain the insurance coverage in the amounts and in the manner specified in the City of Tacoma Insurance Requirements as is applicable to the services and deliverables provided under this Contract. The City of Tacoma Insurance Requirements documents are fully incorporated herein by reference.

Failure by City to identify a deficiency in the insurance documentation provided by Contractor or failure of City to demand verification of coverage or compliance by Contractor with these insurance requirements shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

## **27. Nondiscrimination**

The CONTRACTOR agrees to take all steps necessary to comply with all federal, state, and City laws and policies regarding non-discrimination and equal employment opportunities. The CONTRACTOR shall not discriminate in any employment action because of race, religion, creed, color, national origin or ancestry, sex, gender identity, sexual orientation, age, marital status, familial status, veteran or military status, the

presence of any sensory, mental or physical disability or the use of a trained dog guide or service animal by a disabled person. In the event of non-compliance by the CONTRACTOR with any of the non-discrimination provisions of this Contract, the CITY shall be deemed to have cause to terminate this Contract, in whole or in part.

## **28. Conflict of Interest**

No officer, employee, or agent of the CITY, nor any member of the immediate family of any such officer, employee, or agent as defined by City ordinance, shall have any personal financial interest, direct or indirect, in this Contract, either in fact or in appearance. The CONTRACTOR shall comply with all federal, state, and City conflict of interest laws, statutes, and regulations. The CONTRACTOR represents that the CONTRACTOR presently has no interest and shall not acquire any interest, direct or indirect, in the program to which this Contract pertains which would conflict in any manner or degree with the performance of the CONTRACTOR'S services and obligations hereunder. The CONTRACTOR further covenants that, in performance of this Contract, no person having any such interest shall be employed. The CONTRACTOR also agrees that its violation of the CITY'S Code of Ethics contained in Chapter 1.46 of the Tacoma Municipal Code shall constitute a breach of this Contract subjecting the Contract to termination.

## **29. City ownership of Work/Rights in Data and Publications**

To the extent CONTRACTOR creates any Work subject to the protections of the Copyright Act (Title 17 U.S.C) in its performance of this Contract, CONTRACTOR agrees to the following: The Work has been specially ordered and commissioned by CITY. CONTRACTOR agrees that the Work is a "work made for hire" for copyright purposes, with all copyrights in the Work owned by CITY. To the extent that the Work does not qualify as a work made for hire under applicable law, and to the extent that the Work includes material subject to copyright, CONTRACTOR hereby assigns to CITY, its successors and assigns, all right, title and interest in and to the Work, including but not limited to, all patent, trade secret, and other proprietary rights and all rights, title and interest in and to any inventions and designs embodied in the Work or developed during the course of CONTRACTOR'S creation of the Work. CONTRACTOR shall execute and deliver such instruments and take such other action as may be required and requested by CITY to carry out the assignment made pursuant to this section. Any documents, magnetically or optically encoded media, or other materials created by CONTRACTOR pursuant to this Contract shall be owned by CITY and subject to the terms of this subsection. To the maximum extent permitted by law, CONTRACTOR waives all moral rights in the Work. The rights granted hereby to CITY shall survive the expiration or termination of this Contract. CONTRACTOR shall be solely responsible for obtaining releases for the performance, display, recreation, or use of copyrighted materials.

## **30. Public Disclosure**

This Contract and documents provided to the CITY by CONTRACTOR hereunder are deemed public records subject to disclosure under the Washington State Public Records Act, Chapter 42.56 RCW (Public Records Act). Thus, the CITY may be required, upon request, to disclose this Contract and documents related to it unless an exemption under the Public Records Act or other laws applies. In the event CITY receives a request for

such disclosure, determines in its legal judgment that no applicable exemption to disclosure applies, and CONTRACTOR has complied with the requirements herein to mark all content considered to be confidential or proprietary, CITY agrees to provide CONTRACTOR ten (10) days written notice of impending release. Should legal action thereafter be initiated by CONTRACTOR to enjoin or otherwise prevent such release, all expense of any such litigation shall be borne by CONTRACTOR, including any damages, attorneys fees or costs awarded by reason of having opposed disclosure. CITY shall not be liable for any release where notice was provided and CONTRACTOR took no action to oppose the release of information. Notice of any proposed release of information pursuant to Chapter 42.56 RCW, shall be provided to CONTRACTOR according to the "Notices" provision herein.

### **31. Confidential or Proprietary Records Must be Marked**

If CONTRACTOR provides the CITY with records that CONTRACTOR considers confidential or proprietary, CONTRACTOR must mark all applicable pages of said record(s) as "Confidential" or "Proprietary." If CONTRACTOR fails to so mark record(s), then (1) the CITY, upon request, may release said record(s) without the need to satisfy the notice requirements above; and (2) the CONTRACTOR expressly waives its right to allege any kind of civil action or claim against the CITY pertaining to the release of said record(s).

### **32. Duty of Confidentiality**

CONTRACTOR acknowledges that unauthorized disclosure of information or documentation concerning the Scope of Work hereunder may cause substantial economic loss or harm to the CITY.

Except for disclosure of information and documents to CONTRACTOR's employees, agents, or subcontractors who have a substantial need to know such information in connection with CONTRACTOR's performance of obligations under this Contract, the CONTRACTOR shall not without prior written authorization by the CITY allow the release, dissemination, distribution, sharing, or other publication or disclosure of information or documentation obtained, discovered, shared or produced pursuant to this Contract.

CONTRACTOR shall inform its employees, agents, and subcontractors of the confidentiality obligations under this Contract and instruct them so as to ensure such obligations are met. If so requested by the CITY, the CONTRACTOR further agrees to require all such individuals and entities performing services pursuant to this Contract to execute a Confidentiality and Non-Disclosure Agreement in a form acceptable to CITY.

This Section shall survive for six (6) years after the termination or expiration of this Contract.

CITY is required to provide notice of the Red Flags Rules published by the Federal Trade Commission in Title 16 Code of Federal Regulations, Part 681 ("Rules") to all entities that receive confidential or otherwise protected personal information of CITY's customers. Terms in quotations in this Section refer to defined terms contained in the "Rules." CONTRACTOR is, as to "Covered Accounts" of CITY for which CONTRACTOR

performs activities under the Contract, a "Service Provider." "Service Provider" will perform in accordance with its reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft and will promptly report to CITY any specific "Red Flag" incidents detected as to "Covered Accounts" of CITY and upon request by CITY will respond to or reasonably assist CITY in responding reported "Red Flags." This Section shall survive for six (6) years after the termination or expiration of this Contract.

### **33. Approval for Release of Information Related to Contract**

If requested by CITY, CONTRACTOR shall not release any information or documentation concerning the work under this Contract or any part thereof for marketing, advertising, or other commercial activities or publication including, but not limited to, news releases or professional articles without CITY's prior written approval. CONTRACTOR may submit at any time for review and approval a generic abstract describing the component parts of the completed Scope of Services ("Project Abstract"). After receiving written approval of the Project Abstract from the CITY, the CONTRACTOR may make minor insignificant changes to the Project Abstract and use all or parts of the Project Abstract in proposals.

This Section shall survive for six (6) years after the termination or expiration of this Contract.

### **34. Dispute Resolution**

In the event of a dispute pertaining to this Contract, the parties agree to attempt to negotiate in good faith an acceptable resolution. If a resolution cannot be negotiated, then the parties agree to submit the dispute to voluntary non-binding mediation before pursuing other remedies. This provision does not limit the CITY'S right to terminate authorized by this Contract.

### **35. Miscellaneous Provisions**

#### **Governing Law and Venue**

Washington law shall govern the interpretation of this Contract. Pierce County shall be the venue of any mediation, arbitration, or litigation arising out of this Contract.

#### **Assignment**

The CONTRACTOR shall not assign, subcontract, delegate, or transfer any obligation, interest or claim to or under this Contract or for any of the compensation due hereunder without the prior written consent of the CITY.

#### **No Third Party Beneficiaries**

This Contract shall be for the sole benefit of the parties hereto, and nothing contained herein shall create a contractual relationship with, or create a cause of action in favor of, a third party against either party hereto.

**Waiver**

A waiver or failure by either party to enforce any provision of this Contract shall not be construed as a continuing waiver of such provisions, nor shall the same constitute a waiver of any other provision of this Contract.

**Severability and Survival**

If any term, condition or provision of this Contract is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Contract, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of this Contract, shall survive termination of this Contract.

**Entire Agreement**

This Contract and the attached Exhibits, as modified herein, contain the entire agreement between the parties as to the services to be rendered hereunder. All previous and contemporaneous agreements, representations or promises and conditions relating to the subject matter of this Contract are superseded hereby. The Parties hereto mutually acknowledge, understand and agree that the terms and conditions set forth herein shall control and prevail over any conflicting terms and conditions stated in any attachments hereto.

**Modification**

No modification or amendment of this Agreement shall be effective unless set forth in a written and executed Amendment to this Contract.

**Direct Solicitation and Negotiation**

For service contracts valued \$25,000 or less the City signature authorizes waiver of competitive solicitation by "Direct Solicitation and Negotiation" of professional and personal services in accordance with Tacoma Municipal Code 1.06.256 and the Purchasing Policy Manual.



IN WITNESS WHEREOF, the Parties hereto have accepted and executed this Contract, as of the Effective Date stated above, which shall be Effective Date for bonding purposes as applicable. The undersigned Contractor representative, by signature below, represents and warrants they are duly authorized to execute this legally binding Contract for and on behalf of Contractor.

CITY OF TACOMA:  
By: \_\_\_\_\_

CONTRACTOR:  
By: \_\_\_\_\_

**(City of Tacoma use only - blank lines are intentional)**

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Director of Finance: \_\_\_\_\_

City Attorney (approved as to form): \_\_\_\_\_

Approved By: \_\_\_\_\_

Approved By: \_\_\_\_\_

Approved By: \_\_\_\_\_

Approved By: \_\_\_\_\_

Approved By: \_\_\_\_\_

Approved By: \_\_\_\_\_

Approved By: \_\_\_\_\_

Approved By: \_\_\_\_\_



# CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

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This Insurance Requirements shall serve as an attachment and/or exhibit form to the Contract. The Agency entering a Contract with City of Tacoma, whether designated as a Supplier, Contractor, Vendor, Proposer, Bidder, Respondent, Seller, Merchant, Service Provider, or otherwise referred to as "Contractor".

## 1. GENERAL REQUIREMENTS

The following General Requirements apply to Contractor and to Subcontractor(s) performing services and/or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following insurance requirements:

- 1.1. Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by the City of Tacoma.
- 1.2. Contractor shall keep in force during the entire term of the Contract, at no expense to the City of Tacoma, the insurance coverage and limits of liability listed below and for Thirty (30) calendar days after completion of all work required by the Contract, unless otherwise provided herein.
- 1.3. Liability insurance policies, except for Professional Liability and Workers' Compensation, shall:
  - 1.3.1. Name the City of Tacoma and its officers, elected officials, employees, and agents as **additional insured**
  - 1.3.2. Be considered primary and non-contributory for all claims with any insurance or self-insurance or limits of liability maintained by the City of Tacoma
  - 1.3.3. Contain a "Waiver of Subrogation" clause in favor of City of Tacoma
  - 1.3.4. Include a "Separation of Insureds" clause that applies coverage separately to each insured and additional insured
  - 1.3.5. Name the "City of Tacoma" on certificates of insurance and endorsements and not a specific person or department
  - 1.3.6. Be for both ongoing and completed operations using Insurance Services Office (ISO) form CG 20 10 04 13 and CG 20 37 04 13 or the equivalent
  - 1.3.7. Be satisfied by a single primary limit or by a combination of a primary policy and a separate excess umbrella
- 1.4. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these requirements below. Verification of coverage shall include:
  - 1.4.1. An ACORD certificate or equivalent
  - 1.4.2. Copies of requested endorsements
- 1.5. Contractor shall provide to City of Tacoma Procurement & Payable Division, prior to the execution of the Contract, Certificate(s) of Insurance and endorsements from the insurer certifying the coverage of all insurance required herein. Contract or Permit number and the City of Tacoma Department must be shown on the Certificate of Insurance.



## CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

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- 1.6. A renewal Certificate of Insurance shall be provided electronically prior to coverage expiration via email sent annually to [coi@cityoftacoma.org](mailto:coi@cityoftacoma.org).
- 1.7. Contractor shall send a notice of cancellation or non-renewal of this required insurance within Thirty (30) calendar days to [coi@cityoftacoma.org](mailto:coi@cityoftacoma.org).
- 1.8. "Claims-Made" coverages, except for pollution coverage, shall be maintained for a minimum of three years following the expiration or earlier termination of the Contract. Pollution coverage shall be maintained for six years following the expiration of the Contract. The retroactive date shall be prior to or coincident with the effective date of the Contract.
- 1.9. Each insurance policy must be written by companies licensed or authorized (or issued as surplus line by Washington surplus line broker) in the State of Washington pursuant to RCW 48 with an (A-) VII or higher in the A.M. Best key rating guide.
- 1.10. Contractor shall not allow any insurance to be cancelled, voided, suspended, or reduced in coverage/limits, or lapse during any term of this Contract. Otherwise, it shall constitute a material breach of the Contract.
- 1.11. Contractor shall be responsible for the payment of all premiums, deductibles and self-insured retentions, and shall indemnify and hold the City of Tacoma harmless to the extent such a deductible or self-insured retained limit may apply to the City of Tacoma as an additional insured. Any deductible or self-insured retained limits in excess of Twenty Five Thousand Dollars (\$25,000) must be disclosed and approved by City of Tacoma Risk Manager and shown on the Certificate of Insurance.
- 1.12. City of Tacoma reserves the right to review insurance requirements during any term of the Contract and to require that Contractor make reasonable adjustments when the scope of services changes.
- 1.13. All costs for insurance are included in the initial Contract and no additional payment will be made by City of Tacoma to Contractor.
- 1.14. Insurance coverages specified in this Contract are not intended and will not be interpreted to limit the responsibility or liability of Contractor or Subcontractor(s).
- 1.15. Failure by City of Tacoma to identify a deficiency in the insurance documentation or to verify coverage or compliance by Contractor with these insurance requirements shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- 1.16. If Contractor is a government agency or self-insured for any of the above insurance requirements, Contractor shall be liable for any self-insured retention or deductible portion of any claim for which insurance is required. A certification of self-insurance shall be attached and incorporated by reference and shall constitute compliance with this Section.



# CITY OF TACOMA

## INSURANCE REQUIREMENTS FOR CONTRACTS

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### 2. SUBCONTRACTORS

It is Contractor's responsibility to ensure that each subcontractor obtain and maintain adequate liability insurance coverage that applies to the service provided. Contractor shall provide evidence of such insurance upon City of Tacoma's request. Failure of any subcontractor to comply with insurance requirements does not limit Contractor's liability or responsibility.

### 3. REQUIRED INSURANCE AND LIMITS

The insurance policies shall provide the minimum coverages and limits set forth below. Providing coverage in these stated minimum limits shall not be construed to relieve Contractor from liability in excess of such limits.

#### 3.1 Commercial General Liability Insurance

Contractor shall maintain Commercial General Liability Insurance policy with limits not less than One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) annual aggregate. This policy shall be written on ISO form CG 00 01 04 13 or its equivalent and shall include product liability especially when a Contract is solely for purchasing supplies. It includes Products and Completed Operations for three years following the completion of work related to performing construction services. It shall be endorsed to include: A per project aggregate policy limit (using ISO form CG 25 03 05 09 or equivalent endorsement)

#### 3.2 Commercial (Business) Automobile Liability Insurance

Contractor shall maintain Commercial Automobile Liability policy with limits not less than One Million Dollars (\$1,000,000) each accident for bodily injury and property damage and bodily injury and property damage coverage for owned (if any), non-owned, hired, or leased vehicles. Commercial Automobile Liability Insurance shall be written using ISO form CA 00 01 or equivalent. Contractor must also maintain MCS 90 and CA 99 48 endorsements or equivalent if "Pollutants" are to be transported unless in-transit Pollution coverage is covered under required Contractor's Pollution Liability Insurance.

#### 3.3 Workers' Compensation

Contractor shall comply with Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington, as well as any other similar coverage required for this work by applicable federal laws of other states. Contractor must comply with their domicile State Industrial Insurance laws if it is outside the State of Washington.

#### 3.4 Employers' Liability Insurance

Contractor shall maintain Employers' Liability coverage with limits not less than One Million Dollars (\$1,000,000) each employee, One Million Dollars (\$1,000,000) each accident, and One Million Dollars (\$1,000,000) policy limit.

#### 3.5 Excess or Umbrella Liability Insurance

Contractor shall provide Excess or Umbrella Liability Insurance with limits not less than Five Million Dollars (\$5,000,000) per occurrence and in the aggregate. This coverage shall apply, at a minimum, in excess of primary underlying Commercial General Liability, Employer's Liability, Pollution Liability, Marine General Liability, Protection and Indemnity, and Automobile Liability if required herein.

#### 3.6 Pollution Liability Insurance

Contractor shall maintain Pollution Liability or Environmental Liability Insurance with limits not



# CITY OF TACOMA

## INSURANCE REQUIREMENTS FOR CONTRACTS

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less than One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) in the aggregate. Coverage shall include investigation and defense costs for bodily injury and property damage, loss of use of damaged or destroyed property, Natural Resource Damage, and Hazardous Substance Removal. Such coverage shall provide both on-site and off-site cleanup costs, cover gradual and sudden pollution, and include in its scope of coverage the City of Tacoma damage claims for loss arising out of Contractor's work.

### 3.7 Other Insurance

Other insurance may be deemed appropriate to cover risks and exposures related to the scope of work or changes to the scope of work required by City of Tacoma. The costs of such necessary and appropriate Insurance coverage shall be borne by Contractor.

**CITY OF TACOMA  
STANDARD TERMS AND CONDITIONS  
GOVERNS BOTH GOODS AND SERVICES AS APPLICABLE**

In the event of an award by the City, these Terms and Conditions stated herein, Additional Contract Documents if issued, Solicitation if issued, Purchase Orders if issued by City, and Supplier's Submittal, if provided, shall constitute the Contract between City and Supplier for the acquisition of goods, including materials, supplies, and equipment or for the provision of services and deliverables.

Said documents represent the entire Contract between the parties and supersede any prior oral statements, discussions, or understandings between the parties, and/or subsequent Supplier invoices. No modification of the Contract shall be effective unless mutually agreed in writing.

The specific terms and conditions of any Solicitation (Specification, Request for Bids, Request for Proposals, Requests for Qualifications, Requests for Quotations, Request for Information, bid documents, request to enter into negotiations, or other form of solicitation issued by City including any general, special, or technical provisions associated with such Solicitations) are incorporated herein by reference and supersede these Terms and Conditions where there is conflict or inconsistency.

In the event Additional Contract Documents are negotiated and agreed to in writing between Supplier and City, the specific terms of such Additional Contract Documents are incorporated herein by reference and supersede all other terms and conditions where there is conflict or inconsistency.

These Terms and Conditions, Additional Contract Documents if issued, Solicitation if issued, City purchase order if issued, are controlling over Supplier's Submittal if a Submittal is provided. Submittals if provided are incorporated herein by reference.

**1.01 SUPPLIER / CONTRACTOR**

As used herein, "Supplier" or "Contractor" shall be the Supplier(s) entering a Contract with City, whether designated as a Supplier, Contractor, Vendor, Proposer, Bidder, Respondent, Seller, Merchant, Service Provider, or otherwise.

**1.02 SUBMITTAL**

Submittal means Bids, Proposals, Quotes, Qualifications or other information, content, records or documents submitted in response to a City Solicitation.

**1.03 FORMS OF SUBMITTAL**

Unless stated otherwise, all submittals must be in SAP Ariba and submitted exactly as specified or directed, and all required forms must be used.

**1.04 COSTS TO PREPARE SUBMITTAL**

The City is not liable for any costs incurred by Supplier for the preparation of materials or a Submittal provided in response to a solicitation, conducting presentations to the City, or any other activities related to responding to the City's Solicitation.

**1.05 LICENSES/PERMITS**

- A. Suppliers, if applicable, must have a Washington state business license at the time of Submittal and throughout the term of the Contract. Failure to include a Washington state business license may be grounds for rejection of the Submittal or cancellation of contract award. Information regarding Washington state business licenses may be obtained at <http://bls.dor.wa.gov>.
- B. Upon award, it is the responsibility of the Supplier to register with the City of Tacoma's Tax and License Division, 733 South Market Street, Room 21, Tacoma, WA 98402-3768, 253-591-5252, [https://www.cityoftacoma.org/government/city\\_departments/finance/tax\\_and\\_license/](https://www.cityoftacoma.org/government/city_departments/finance/tax_and_license/). Supplier shall obtain a business license as is required by Tacoma Municipal Code Subtitle 6C.20.
- C. During the term of the Contract, Supplier, at its expense, shall obtain and keep in force any and all necessary licenses and permits.

## **1.06 PUBLIC DISCLOSURE: PROPRIETARY OR CONFIDENTIAL INFORMATION**

- A. Supplier Submittals, all documents and records comprising the Contract, and all other documents and records provided to the City by Supplier are deemed public records subject to disclosure under the Washington State Public Records Act, Chapter 42.56 RCW (Public Records Act). Thus, City may be required, upon request, to disclose the Contract and documents or records related to it unless an exemption under the Public Records Act or other laws applies. In the event CITY receives a request for such disclosure, determines in its legal judgment that no applicable exemption to disclosure applies, and Supplier has complied with the requirements to mark records considered confidential or proprietary as such requirements are stated below, City agrees to provide Supplier 10 days written notice of impending release. Should legal action thereafter be initiated by Supplier to enjoin or otherwise prevent such release, all expense of any such litigation shall be borne by Supplier, including any damages, attorneys' fees or costs awarded by reason of having opposed disclosure. City shall not be liable for any release where notice was provided and Supplier took no action to oppose the release of information.
- B. If Supplier provides City with records or information that Supplier considers confidential or proprietary, Supplier must mark all applicable pages or sections of said record(s) as "Confidential" or "Proprietary." Further, in the case of records or information submitted in response to a Request for Proposals, an index must be provided indicating the affected pages or sections and locations of all such material identified Confidential or Proprietary. Information not included in the required index will not be reviewed for confidentiality or as proprietary before release. If Supplier fails to so mark or index Submittals and related records, then the City, upon request, may release said record(s) without the need to satisfy the requirements of subsection A above; and Supplier expressly waives its right to allege any kind of civil action or claim against the City pertaining to the release of said record(s).
- C. Submission of materials in response to City's Solicitation shall constitute assent by Supplier to the foregoing procedure and Supplier shall have no claim against the City on account of actions taken pursuant to such procedure.

## **1.07 SUSTAINABILITY**

- A. The City has interest in measures used by its contractors to ensure sustainable operations with minimal adverse impact on the environment. The City seeks to do business with vendors that value community and environmental stewardship that help us meet our sustainable purchasing goals.
- B. The City encourages the use of environmentally preferable products or services that help to minimize the environmental and human health impacts of City operations. Suppliers are encouraged to incorporate environmentally preferable products or services into Submittals wherever possible. "Environmentally preferable" means products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product or service.
- C. Environmental Standards. The City seeks to ensure that all purchases comply with current environmental standards and product specifications. Where appropriate, third party independent certifiers such as Green Seal and USEPA Standards shall be a minimum specification for products to the City, unless specified otherwise herein.
- D. The City encourages the use of sustainability practices and desires any awarded Suppliers to assist in efforts to address such factors when feasible for:
  - 1. Pollutant releases
  - 2. Toxicity of materials used
  - 3. Waste generation
  - 4. Greenhouse gas emissions, including transportation of materials and services
  - 5. Recycle content
  - 6. Energy consumption
  - 7. Depletion of natural resources
  - 8. Potential impact on human health and the environment

#### **1.08 ALTERATIONS NOT ALLOWED**

Except as otherwise specifically provided in a Solicitation, Submittals that are incomplete or conditioned in any way, contain erasures, alternatives or items not called for, or not in conformity with law, may be rejected as being non-responsive. Any attempt to condition a Submittal by inserting exceptions to the Solicitation or any conditions, qualifications or additions that vary its terms may result in rejection of the Submittal. The City may reject any submittal containing a material deviation from the Solicitation.

#### **1.09 CORRECTION OF AMBIGUITIES AND OBVIOUS ERRORS**

- A. The City reserves the right to correct obvious errors in Supplier's Submittal. In this regard, if the unit price does not compute to the extended total price, the unit price shall govern.
- B. Supplier shall notify the City of Tacoma Procurement and Payables Division in writing of any ambiguity, conflict, discrepancy, omission or other error in a Solicitation no later than five business days prior to the submittal deadline.
  - 1. For solicitations conducted in SAP Ariba, Supplier shall notify the City of Tacoma Procurement and Payables Division on the message board of the event.
  - 2. For all other solicitations, Supplier shall notify the contract person listed in the Solicitation.
- C. The City will make necessary modifications by addendum.
- D. Supplier is responsible for identifying ambiguities, conflicts, discrepancies, omissions or other errors in the Solicitation prior to providing its Submittal or the ambiguity, conflict, discrepancy, omission, or other error is waived. Any Submittal that includes assumed clarifications and/or corrections without the required authentication of the same is subject to rejection.

#### **1.10 WARRANTIES/GUARANTEE**

- A. Suppliers warrant that all items, including services, as applicable:
  - 1. Are merchantable.
  - 2. Comply with the City's latest drawings and specifications.
  - 3. Are fit for the City's intended use.
  - 4. Will be performed according to the skill and care required by customarily accepted good practices and procedures followed by service providers rendering the same or similar type of service.
  - 5. Are new and unused unless otherwise stated.
  - 6. Comply with all applicable safety and health standards established for such products by the Occupational Safety and Health Administration (OSHA), Washington Industrial Safety and Health Act (WISHA) and/or Consumer Products Safety Act (CPSA), and all other applicable state and federal laws or agency regulations.
  - 7. Are properly packaged and contain appropriate instructions or warnings, including applicable MSDS sheets.

#### **1.11 PATENTS, TRADEMARKS AND COPYRIGHTS**

Suppliers warrant that equipment and/or materials furnished, including software, do not infringe on any patent, trademark or copyright, and agree to indemnify, defend and hold harmless, the City in the event of any infringement or claim thereof.

#### **1.12 DELIVERY OF SUBMITTALS TO THE CITY'S PROCUREMENT AND PAYABLES DIVISION**

- A. Submittal packages must be received by the City's Procurement and Payables Division in SAP Ariba (unless another form of delivery is stated), prior to the scheduled time and date stated in the Solicitation.
- B. Supplier is solely responsible for timely delivery of its Submittal.
- C. Submittals received after the time stated in the solicitation will not be accepted.
- D. For purposes of determining whether a Submittal has been timely received in SAP Ariba, the City's Procurement and Payables Division will rely on the submittal clock in SAP Ariba.



### **1.13 SUBMITTAL IS NON-COLLUSIVE**

Supplier acknowledges that by its delivery of a Submittal to the City in response to a Solicitation, it represents that the prices in such Submittal are neither directly nor indirectly the result of any formal or informal agreement with another Supplier.

### **1.14 PARTNERSHIPS**

The City will allow firms to partner in order to respond to a Solicitation. Multiple suppliers may team under a Prime Supplier's Submittal in order to provide responses to all sections in a single submission; however, each Supplier's participation must be clearly delineated by section. The Prime Supplier will be considered the responding vendor and the responsible party at contract award. All contract negotiations will be conducted only with the Prime Supplier. All contract payments will be made only to the Prime Supplier. Any agreements between the Prime Supplier and other companies will not be a part of the Contract between the City and the Prime Supplier. The City reserves the right to select more than one Prime Supplier.

### **1.15 WITHDRAWAL OF SUBMITTALS**

- A. Prior to Submittal Deadline. Submittals may be withdrawn (including in SAP Ariba) prior to the scheduled submittal deadline.
- B. After Submittal Deadline. No Submittal can be withdrawn after having been opened before the actual award of the contract, unless the award is delayed more than 90 calendar days beyond the date of opening. If a delay of more than 90 calendar days does occur, Supplier must submit written notice to the City purchasing manager that Supplier is withdrawing its submittal.

### **1.16 ACCEPTANCE OF SUBMITTALS**

- A. If the solicitation announcement so states, submittals, unless previously withdrawn, will be read aloud, irrespective of any irregularities or informalities in such submittal, at the time and place specified in the solicitation announcement.
- B. All submittals must remain open for acceptance by the City for a period of at least 90 calendar days from the submittal deadline.

### **1.17 RIGHT TO REJECT**

The City of Tacoma reserves the right to reject any and all submittals, waive minor deviations or informalities, supplement, amend, reduce or otherwise modify the scope of work or cancel the solicitation, and if necessary, call for new submittals.

### **1.18 RESERVED RIGHTS**

- A. By providing a submittal in response to a City solicitation, Supplier acknowledges and consents to the below City rights and conditions. With regard to this procurement process, the City reserves, holds without limitation, and may exercise, at its sole discretion, the following rights and conditions:
  - 1. To terminate the procurement process or decide not to award a contract as a result thereof by written notice to the Suppliers for any reason whatsoever with or without substitution of another solicitation.
  - 2. To waive any defect, technicality, or any other minor informality or irregularity in any submittal, or any other response from Suppliers.
  - 3. To issue addenda for any purpose including:
    - a. To make minor or major changes or alterations to the evaluation, selection and/or performance schedule(s) for any events associated with a procurement.
    - b. To supplement, amend, reduce, cancel, or otherwise modify a Solicitation, including but not limited to modifications to the description of services and/or products contained in the solicitation, by omitting services/products and/or including services/products.
  - 4. To request clarifications, additional information, and/or revised Submittals from one or more Suppliers.

5. To conduct investigations with respect to the qualifications and experience of Supplier(s), including inspection of facilities and to request additional evidence to support any such information.
6. To eliminate any Supplier that submits an incomplete or inadequate response, or is non-responsive to the requirements of a Solicitation, or is otherwise deemed to be unqualified during any stage of the procurement process.
7. To select and interview a single finalist or multiple finalists to further the City's evaluation of Submittals provided in response to a Solicitation. The City may, in its sole and exclusive discretion as to what is in the City's best interest, elect not to conduct interviews of any or all Suppliers in connection with a solicitation process.
8. Except in the case of Requests for Bids, to negotiate any rate/fee offered by a Supplier. The City shall have the sole right to make the final rate/fee offer during contract negotiations. If the selected Supplier does not accept the City's final offer, the City may, in its sole discretion discontinue contract negotiations and commence negotiations with another Supplier, except as otherwise provided in Chapter 39.80, RCW.
9. To select and enter into a Contract with one or more Suppliers whose Submittal best satisfies the interests of the City and is most responsive, in the sole judgment of the City, to the requirements of a Solicitation.
10. To award by line item or group of line items.
11. To not award one or more items.
12. To issue additional or subsequent solicitations.
13. To seek partnerships between one or more Suppliers.
14. Request additional related products and services from the selected Supplier(s) as necessary throughout the term of the Contract.
15. Negotiate costs or fees in the event of new legislation or regulatory changes, or issuance of related compliance guidance, technology enhancements, and innovative solutions.
16. In the event the City receives questions concerning a Solicitation from one or more Suppliers prior to the deadline for response, the City reserves the right to provide such questions, and the City's responses, if any, to all Suppliers.
17. If an award is made and, prior to entering into a contract, subsequent information indicates that such award is not in the best interest of the City, the City may rescind the award without prior notice to Supplier and either award to another Supplier or reject all submittals or cancel this solicitation.
18. To cancel award of a contract at any time before execution of the Contract by both parties if cancellation is deemed to be in the City's best interest. In providing a submittal, Suppliers agree that the City is not liable for any costs or damages for the cancellation of an award. Supplier assumes the sole risk and responsibility for all expenses connected with the preparation of its submittal.
19. To add additional City departments or divisions to the Contract or develop a separate Contract with the Supplier subject to all terms, conditions and pricing of the original Contract
20. To take any other action affecting a Solicitation or a procurement process that is determined to be in the City's best interests.

#### **1.19 SUBMITTAL CLARIFICATION**

Suppliers may be asked to clarify their Submittal. This action shall not be construed as negotiations or any indication of intentions to award. If called upon, Supplier must respond to such requests within two business days or the timeframe set forth by the City in its request for clarification. Supplier's failure to respond to such a request may result in rejection of its Submittal.

## **1.20 EVALUATION OF SUBMITTALS**

- A. The City of Tacoma reserves the right to award to the lowest and best responsible Supplier(s) delivering a Submittal in compliance with the Solicitation, provided such Submittals are reasonable and are in the best interest of the City to accept. The City may use a number of criteria for determining award, including evaluation factors set forth in Municipal Code Section 1.06.262. Suppliers who are inexperienced or who fail to properly perform other contracts may have their submittal rejected for such cause.
1. Evaluation Factors. In addition to the factors set forth in Municipal Code Section 1.06.262, the following may be used by the City in determining the lowest and best responsible Submittal:
    - a. Compliance with a Solicitation and with applicable City requirements, including by not limited to, the City's Ethics Code and its Small Business Enterprise and Local Employment and Apprenticeship programs.
    - b. Submittal prices, listed separately if requested, as well as a lump sum total (if the unit price does not compute to the extended total price, the unit price shall govern).
    - c. The total cost to the City, including all applicable taxes, may be the basis for contract award.
    - d. Time of delivery and/or completion of performance (delivery date(s) offered).
    - e. Warranty terms.
    - f. Quality of performance of previous contracts or services, including safety requirements and past compliance with the City's Ethics Code.
    - g. Previous and existing compliance with laws and ordinances relating to contracts or services.
    - h. Sufficiency of financial resources.
    - i. Quality, availability, and adaptability of the supplies or services to the particular use required.
    - j. Ability to provide future maintenance and service on a timely basis.
    - k. Location of nearest factory authorized warranty repair facility or parts dealership.
    - l. Ability, capacity, experience, stability, reputation, integrity, character, judgment, technical qualifications, and skill to perform the contract or provide the services required.
  2. Prompt Payment Discount. Payment discount periods of 20 calendar days or more, if offered in the submittal, will be considered in determining the apparent lowest responsible submittal. Discounts will be analyzed in context of their overall cumulative effect.
    - a. ePayable/Credit Card Acceptance. Submittals offering ePayable/Credit card acceptance may be compared against submittals offering a prompt payment discount to evaluate the overall cumulative effect of the discount against the advantage to the City of the ePayable/Credit card acceptance, and may be considered in determining the apparent lowest responsible submittal.
  3. All other elements or factors, whether or not specifically provided for in a Solicitation, which would affect the final cost to, and the benefits to be derived by, the City, may be considered in determining the award of a Contract. The final award decision will be based on the best interests of the City.

## **1.21 CONTRACT OBLIGATION**

- A. The Submittal contents of the successful Supplier will become contractual obligations if a Contract ensues.
- B. In the event the City of Tacoma determines to award a Contract, the selected Supplier(s) may be requested to execute Additional Contract Documents.
- C. Supplier shall register with the City of Tacoma on the SAP Ariba Network and be enabled for transactions upon request by the City.
- D. Suppliers may propose amendments to City's Contract documents or to these Terms and Conditions, but the City retains the right to accept or reject proposed amendments.
- E. No costs chargeable for work under the proposed Contract may be incurred before mutual acceptance and execution as directed.

## **1.22 AWARD**

The City reserves the right to award Contracts for any or all items to one or more Suppliers in the best interests of the City.

### 1.23 SUPPLIER'S REFUSAL TO ENTER INTO CONTRACT

Any Supplier who refuses to enter into a Contract after it has been awarded to the Supplier will be in breach of the agreement to enter the Contract, and Supplier's certified or cashier's check or bid bond, if any, shall be forfeited.

### 1.24 LEGAL HOLIDAYS

A. The City of Tacoma observes the following holidays, which shall apply to performance of all contracts:

New Year's Day	January 1
Martin Luther King's Birthday	3rd Monday in January
Washington's Birthday	3rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday of November
Day after Thanksgiving	4th Friday of November
Christmas Day	December 25

B. When any of these holidays occur on Saturday or Sunday, the preceding Friday or the following Monday, respectively, is a legal holiday for the City of Tacoma.

### 1.25 CONTRACT TERM

All services shall be satisfactorily completed and all deliverables provided by the termination date stated, and the Contract shall expire on said date unless mutually extended in writing by the parties.

### 1.26 EXTENSION OF CONTRACT

Contracts shall be subject to extension at City's sole discretion.

### 1.27 TERMINATION AND SUSPENSION

A. Termination for Convenience

1. Supplies. The City may terminate a Contract for supplies at any time upon prior written notice to Supplier. Upon the effective date of termination specified in such notice, and payment by the City, all conforming supplies, materials, or equipment previously furnished hereunder shall become its property.
2. Services. The City may terminate a Contract for services at any time, with or without cause, by giving 10 business days written notice to Supplier. In the event of termination, all finished and unfinished work prepared by Supplier pursuant to the Contract shall be provided to the City. In the event City terminates the Contract due to the City's own reasons and without cause due to Supplier's actions or omissions, the City shall pay Supplier the amount due for actual work and services necessarily performed under the Contract up to the effective date of termination, not to exceed the total compensation set forth in the Contract.

B. Termination for Cause. The City may terminate a Contract for either services or supplies in the event of any material breach of any of the terms and conditions of the Contract if the Supplier's breach continues in effect after written notice of breach and 30 days to cure such breach and fails to cure such breach.

C. Suspension. For either services or supplies, the City may suspend a Contract, at its sole discretion, upon three business days' written notice to Supplier. Such notice shall indicate the anticipated period of suspension. Any reimbursement for expenses incurred due to the suspension shall be limited to Supplier's actual expenses and shall be subject to verification. Supplier shall resume performance of services under the Contract without delay when the suspension period ends.

D. Termination or suspension of a Contract by City shall not constitute a waiver of any claims or remaining rights the City may have against Supplier relative to performance under a Contract.

## **1.28 DEFAULT/BREACH**

In the event of material default or breach by Supplier on any of the conditions of a Contract, Supplier agrees that the City may, at its election, procure the goods or services from other sources, and may deduct from the unpaid balance due Supplier, or collect against the bond or security (if any), or may invoice and recover from Supplier all costs paid in excess of the price(s) set forth in the Contract.

## **1.29 SCOPE OF SERVICES/CONTRACT MODIFICATION**

Supplier agrees to diligently and completely perform the services and provide the deliverables required by a Contract.

- A. Supplies. The City at any time by written change order or other form of written contract amendment may make reasonable changes in the place of delivery, installation, or inspection, the method of shipment or packing, identification and ancillary matters that Supplier may accommodate without substantial additional expense.
- B. Services. The City shall have the right to make changes within the general scope of services and/or deliverables upon execution in writing of a change order or other written form of contract amendment. If the changes will result in additional work effort by Supplier the City agrees to reasonably compensate Supplier for such additional effort up to the maximum amount specified in the Contract or as otherwise provided by Tacoma Municipal Code. Any new services accepted by the City may be added to the Contract and/or substituted for discontinued services. New services shall meet or exceed all requirements of original award.
- C. Expansion Clause. A Contract may be further expanded in writing to include other related services or products normally offered by Supplier, as long as the price of such additional services or products have a profit margin equal to or less than that in place at the time of original submittal. Such additions and prices will be established in writing. New items not meeting these criteria will not be added to the Contract. Supplier profit margins are not to increase as a result any such expansion.

## **1.30 FEDERAL, STATE, AND MUNICIPAL LAWS AND REGULATIONS**

Supplier shall comply with all federal, state, municipal, and/or local laws and regulations in the performance of all terms and conditions of the Contract. Supplier shall be solely responsible for all violations of the law from any cause in connection with its performance of work under the Contract.

## **1.31 PREVAILING WAGES**

- A. If federal, state, local, or any applicable law requires Supplier to pay prevailing wages in connection with a Contract, and Supplier is so notified by the City, then Supplier shall pay applicable prevailing wages.
- B. If applicable, a Schedule of Prevailing Wage Rates and/or the current prevailing wage determination made by the Secretary of Labor for the locality or localities where the Contract will be performed is attached and made of part of the Contract by this reference. If prevailing wages do apply to the Contract, Supplier and its subcontractors shall:
  - 1. Be bound by and perform all transactions regarding the Contract relating to prevailing wages and the usual fringe benefits in compliance with the provisions of Chapter 39.12 RCW, as amended, the Washington State Prevailing Wage Act and/or the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable, including the federal requirement to pay wages not less than once a week,
  - 2. Ensure that no worker, laborer or mechanic employed in the performance of any part of the Contract shall be paid less than the prevailing rate of wage specified on that Schedule and/or specified in a wage determination made by the Secretary of Labor (unless specifically preempted by federal law, the higher of the Washington state prevailing wage or federal Davis-Bacon rate of wage must be paid)and Additionally, in compliance with applicable federal law, contractors are required to pay wages not less than once a week.
  - 3. Immediately upon award of the Contract, contact the Department of Labor and Industries, Prevailing Wages section, Olympia, Washington and/or the federal Department of Labor, to obtain full information, forms and procedures relating to these matters. Per such procedures, a Statement of Intent to Pay Prevailing Wages and/or other or additional documentation required by applicable federal law, must be submitted by Contractor and its subcontractors to the City, in the manner requested by the City, prior to any payment by the City hereunder, and an Affidavit of Wages Paid and/or other or additional

documentation required by federal law must be received or verified by the City prior to final Contract payment.

### **1.32 COPELAND ANTI-KICKBACK ACT**

For contracts subject to Davis Bacon Act the following clauses will be incorporated into the Contract:

1. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
2. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
3. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

### **1.33 FEDERAL AID PROJECTS**

The City of Tacoma, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, part 21, nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR, part 26, will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

### **1.34 FEDERAL FINANCIAL ASSISTANCE**

If federal funds, including FEMA financial assistance to the City of Tacoma, will be used to fund, pay or reimburse all or a portion of the Contract, Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives and the following clauses will be incorporated into the Contract:

- A. EQUAL EMPLOYMENT OPPORTUNITY. During the performance of this Contract, Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
  1. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
  2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
  3. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

4. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
7. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:  
  
Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

#### B. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (B)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (B)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
3. Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B)(2) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (B)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (B)(1) through (4) of this section.

C. CLEAN AIR ACT

1. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

D. FEDERAL WATER POLLUTION CONTROL ACT

1. Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

E. DEBARMENT AND SUSPENSION

1. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2. Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
3. This certification is a material representation of fact relied upon by the City. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
4. Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

F. BYRD ANTI-LOBBYING AMENDMENT

1. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification with City. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal



award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the City.

2. If applicable, Contractor must sign and submit to the City the following certification:

**APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING**  
**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap.38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official  
\_\_\_\_\_  
Date

## G. PROCUREMENT OF RECOVERED MATERIALS

1. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
  - a. Competitively within a timeframe providing for compliance with the contract performance schedule;
  - b. Meeting contract performance requirements; or
  - c. At a reasonable price.
2. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
3. Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

### 1.35 CONTRACT PRICING

- A. Submitted prices shall include costs of submittal preparation, servicing of the account, all contractual requirements during contract period such as transportation, permits, insurance costs, bonds, labor, wages, materials, tools, components, equipment, and appurtenances necessary to complete the work, which shall conform to the best practice known to the trade in design, quality, material, and workmanship.
- B. Surcharges of any type will not be paid.
- C. If applicable, related additional products and corresponding services of benefit to the City not specifically required in a solicitation, but which Supplier offers to provide, may be included with the submittal. Supplier may request to add new products if the City approves them and Supplier can demonstrate the pricing is from the same pricing structure/profit margin.
- D. Unless specifically stated otherwise, only firm prices are accepted and all prices shall remain firm during the term of a Contract.
- E. At City's sole discretion, price increases may be passed along during a Contract period if the increase is mandated by statute, or the result of a tariff. Supplier will immediately notify the City at [bids@cityoftacoma.org](mailto:bids@cityoftacoma.org) with contract number and accompanied by documentation demonstrating such mandate and request for price increase.
- F. At City's sole discretion, stated pricing terms may be adjusted for extraordinary conditions that could not have been known by either party at the time of bid or other circumstances beyond the control of both parties. Requests for increases or decreases, other than those previously authorized, shall be sent to City of Tacoma Procurement and Payables Division at: [bids@cityoftacoma.org](mailto:bids@cityoftacoma.org), addressed to specific buyer, with contract number and accompanied by documentation supporting the requested change. Requests sent elsewhere will not be considered or granted. No other individual or City Department is authorized to approve such modifications. Agreed upon price changes shall be applicable as of the Effective Date of a mutually executed written Amendment or other written modification to the Contract.
- G. Should Supplier, during the term of a Contract, enter into any other contract, agreement or arrangement that provides lower prices, more favorable terms or greater benefits to any other government unit or commercial customer, Supplier will immediately notify the City at [bids@cityoftacoma.org](mailto:bids@cityoftacoma.org) of such fact with contract number and the Contract with the City shall thereupon be amended to provide the same price or prices, terms and benefits to the City. This provision applies to comparable products and purchase volumes by the City that are not less than the purchase volumes of the government unit or commercial customer that has received the lower prices, greater benefits, or more favorable terms.
- H. The City is entitled to any promotional pricing during the Contract period.
- I. Price decreases shall be immediately passed on to the City.

- J. The City reserves the right to increase or decrease the quantities of any item awarded pursuant to the Contract and pay according to the unit prices quoted in the submittal with no adjustments for anticipated profit.
- K. Item prices are to include freight as part of the FOB Destination terms (Section 1.37.A). If adjustments requested are due to freight costs rather than the item cost, documentation from freight carriers supporting the increase shall be submitted to the City.
- L. Delays or supply shortages caused by problems beyond the reasonable control of the Supplier, if fully documented and submitted to the City, may be excused and at City's sole discretion any applicable liquidated damages provisions may be waived. This allowance shall in no way be construed to apply to or excuse delays or shortages caused by negligence on the part of the Supplier. Events beyond Supplier's reasonable control, include acts of god, fire, strikes, epidemics, war, riot, unavoidable delay in transportation or rail car/transport shortages, or documented unavoidable material shortages, provided the City is notified in writing by the Supplier at [bids@cityoftacoma.org](mailto:bids@cityoftacoma.org) with contract number and accompanied by documentation of such pending or actual shortage or delay and the reasons therefore. If deemed excusable, the City shall authorize an extension of time. In the event of such an excusable delay, the date of delivery shall be extended for a period equal to the time lost due to the reason for delay. Any waiver of liquidated damages or extensions of time are to be authorized by written Amendment or modification to the Contract issued by City and acknowledged in writing by Supplier. In such event, the time for performance shall be extended for a period equal to any time lost as a result thereof. In the event Supplier is unable to proceed due to a delay solely attributable to the City, Supplier shall advise City of such delay in writing as soon as is practicable
- M. An established price index such as the CPI will be used by City as a reference for substantiation of the Supplier documentation in support of a requested price adjustment.
  - i. For Hourly Rates or Service Pricing - the direct result of increases to wage rates and not exceed the U.S. Dept. of Labor Consumer Price Index (CPI) for All Urban Consumers Seattle-Tacoma-Bellevue or other appropriate service rate index agreed upon between the Buyer and the Contractor
  - ii. For Supplies - the United States published indices such as the U.S. Dept. Of Labor Consumer Price Index (CPI), Producer Price Index (PPI) or other data may be referenced to help substantiate the Contractor's documentation.

#### **1.36 APPROVED EQUALS WHEN ALTERNATES ARE ALLOWED**

- A. Unless an item is indicated as "no substitute," special brands, when named, are intended to describe the standard of quality, performance, or use desired. Equal items will be considered by the City, provided that Supplier specifies the brand and model, and provides all descriptive literature, independent test results, specification sheets, schematic drawings, photographs, product samples, local servicing, parts availability, etc., to enable the City to evaluate the proposed equal. Performance testing in the field may be required.
- B. The decision of the City as to what items are equal shall be final and conclusive. If the City elects to purchase a brand represented by Supplier to be an "equal," the City's acceptance of the item is conditioned on the City's inspection and testing after receipt. If, in the sole judgment of the City, the item is determined not to be an equal, the item shall be returned at Supplier's expense.
- C. When a brand name or level of quality is not stated in Supplier's submittal, it is understood Supplier's submittal shall exactly confirm with those required in the Contract. If more than one brand name is stated in a Solicitation, Supplier(s) must indicate the brand and model/part number to be supplied.

#### **1.37 RISK OF LOSS, SHIPPING AND DELIVERY**

- A. Shipping. Prices must be quoted FOB destination (the place of destination as defined in RCW 62A.2-319, as that statute may hereafter be amended), with freight prepaid and allowed (shipping costs included in unit prices), and risk of loss remaining with Supplier until delivery is tendered.

- B. Delivery. Delivery will be to the designated addresses set forth in a Solicitation or as otherwise stated in the Contract. Deliveries shall be between 9:00 a.m. and 3:30 p.m., Monday through Friday only, except Legal Holidays. Failure to make timely delivery shall be cause for termination of the contract or order and return of all or part of the items at Supplier's expense except in the case of force majeure.

### **1.38 DELIVERY OF PRODUCTS AND PROVISION OF SERVICES – IDLING PROHIBITED**

- A. The City of Tacoma has a commitment to reduction of unnecessary fuel emissions and improving air quality by reducing unnecessary air pollution from idling vehicles. Limiting car and truck idling supports cleaner air, healthier work environments, the efficient use of city resources, the public's enjoyment of City properties and programs, conservation of natural resources, and good stewardship practices.
- B. Vehicles and/or diesel fuel trucks shall not idle at the time and location of the delivery to the City of Tacoma for more than three minutes. The City requires contractors to utilize practices that reduce fuel consumption and emission discharge, including turning off trucks and vehicles during delivery of products to the City. Exceptions to this requirement include when associated power is necessary to make a delivery or provide the service, when the engine is used to provide power to another device, and when a running engine is required for proper warm-up and cool-down of the engine.

### **1.39 PACKING SLIPS AND INVOICES**

- A. Each invoice shall show City of Tacoma purchase order number, release number if applicable, quantity, unit of measure, item description, unit price and extended price for each line if applicable, services and deliverables provided if applicable. Line totals shall be summed to give a grand total to which sales tax shall be added, if applicable.
  - 1. For transactions conducted in SAP Ariba, invoices shall be submitted through Ariba.
  - 2. For invoices paid by ACH or by check, unless stated otherwise, invoices shall be electronically submitted by email with corresponding PO number listed in the subject line to [accountspayable@cityoftacoma.org](mailto:accountspayable@cityoftacoma.org).
  - 3. For invoices paid by credit card, invoices shall also display the last name of the cardholder and last four digits (only) of the card number (e.g., Jones/6311). Unless stated otherwise, invoices shall be electronically submitted by email with corresponding PO number listed in the subject line to (do not combine different POs into one invoice or charge) to [pcardadmin@cityoftacoma.org](mailto:pcardadmin@cityoftacoma.org).

Any terms, provisions or language in Supplier's invoice(s) that conflict with the terms of the Contract are superseded and shall not apply to the Contract unless expressly accepted in writing by the City.

- B. Packing slips and shipping notices shall be sent to the specific City Division or Department receiving the item(s) at the address stated in City's Solicitation or as otherwise stated in the Contract and include complete description of items, contents of items if crated or cased, quantity, shipping point, carrier, bill of lading number and City of Tacoma purchase order.
- C. Supplier shall package orders, preferably in environmental friendly packaging such as reduced packaging and recyclable packing materials.

### **1.40 COOPERATIVE PURCHASING**

The Washington State Interlocal Cooperation Act RCW 39.34 provides that other governmental agencies may purchase goods and services based on the Contract with the City in accordance with the terms and prices of the Contract if all parties are agreeable. Each public agency shall formulate a separate contract with Supplier, incorporating the terms and conditions of the Contract with the City of Tacoma. The City shall incur no liability in connection with such contracts or purchases by other public agencies thereunder. It will be Supplier's responsibility to inform such public agencies of the Contract with the City. Supplier shall invoice such public agencies as separate entities.

### **1.41 TAXES**

- A. Unless otherwise stated, applicable federal, state, City, and local taxes shall be included in the submittal and in contract as indicated below. As used herein, the term "taxes" shall include any and all taxes, assessments, fees, charges, interest, penalties, and/or fines imposed by applicable laws and regulations in connection with the procurement of goods and/or services hereunder.

1. Federal Excise Tax. The City of Tacoma is exempt from federal excise tax. The City will furnish a Federal Excise Tax Exemption certificate, if required. If Supplier fails to include any applicable tax in its submittal, then Supplier shall be solely responsible for the payment of said tax.
  2. State and Local Sales Tax. The City of Tacoma is subject to Washington state sales tax. It is Supplier's obligation to state the correct sales tax percentage and include the applicable Washington state, city and local sales tax as a separate line item(s) in the submittal.
  3. City of Tacoma Business and Occupation Tax. It is Supplier's obligation to include City of Tacoma Business and Occupation tax in the unit and/or lump sum prices submitted; it shall not be shown separately on the submittal. Per Sub-Title 6A of the City of Tacoma Municipal Code, transactions with the City of Tacoma may be subject to the City's Business and Occupation Tax.
- B. Any or All Other Taxes. Any or all other taxes are the responsibility of Supplier unless otherwise required by law. Except for state sales tax, Supplier acknowledges that it is responsible for the payment of all taxes applicable to the Contract and Supplier agrees to comply with all applicable laws regarding the reporting of income, maintenance of records, and all other requirements and obligations imposed pursuant to applicable law.
- C. If the City is assessed, made liable, or responsible in any manner for taxes contrary to the provisions of the Contract, Supplier agrees to hold the City harmless from such costs, including attorney's fees. In the event Supplier fails to pay any taxes, assessments, penalties, or fees imposed by any governmental body, including a court of law, other than those taxes the City is required to pay, then Supplier authorizes the City to deduct and withhold or pay over to the appropriate governmental body those unpaid amounts upon demand by the governmental body. It is agreed that this provision shall apply to taxes and fees imposed by City ordinance. Any such payments shall be deducted from Supplier's total compensation.

#### **1.42 COMPENSATION**

- A. The City shall compensate Supplier in accordance with the Contract. Said compensation shall be the total compensation for Supplier's performance hereunder including, but not limited to, all work, services, deliverables, materials, supplies, equipment, subcontractor's fees and all reimbursable travel and miscellaneous or incidental expenses to be incurred by Supplier. Unless stated otherwise the total stated compensation may not be changed without a written change order or other form of contract amendment.
- B. Payment(s) made in accordance with the Contract shall fully compensate Supplier for all risk, loss, damages or expense of whatever nature, and acceptance of payment shall constitute a waiver of all claims submitted by Supplier.

#### **1.43 PAYMENT TERMS**

- A. Payment shall be made through the City's ordinary payment process, and shall be considered timely if made within 30 days of receipt of a properly completed invoice. All payments shall be subject to adjustment for any amounts, upon audit or otherwise, determined to have been improperly invoiced. The City may withhold payment to Supplier for any services or deliverables not performed as required hereunder until such time as Supplier modifies such services or deliverables to the satisfaction of the City.
- B. Invoices will not be processed for payment, nor will the period of cash discount commence, until all invoiced items are received and satisfactory performance of the Contract has been attained. Upon CITY'S request, Supplier shall submit necessary and appropriate documentation, as determined by the CITY, for all invoiced services and deliverables. If an adjustment in payment is necessary due to damage or dispute, the cash discount period shall commence on the date final approval for payment is authorized.

#### **1.44 PAYMENT METHOD – EPAYABLES – CREDIT CARD ACCEPTANCE – EFT/ACH ACCEPTANCE**

- A. Payment methods include:
1. EPayables (Payment Plus). This is payment made via a virtual, single use VISA card number provided by the City's commercial card provider. Suppliers accepting this option will receive "due immediately" payment terms. Two options for acceptance are available to suppliers. Both are accompanied by an emailed advice containing complete payment details:

- a. Straight-through processing (buyer initiated). Immediate, exact payments directly deposited to supplier accounts by the City's provider bank; the supplier does not need to know card account details.
  - b. Supplier retrieves card account through the secure, on-line portal provided via email notifications sent by the City's commercial card provider.
- 2. Credit card. Tacoma's VISA procurement card program is supported by standard bank credit suppliers and requires that merchants abide by the VISA merchant operating rules. It provides "due immediately" payment terms.
  - a. Suppliers must be PCI-DSS compliant (secure credit card data management) and federal FACTA (sensitive card data display) compliant.
  - b. Suppliers must be set up by their card processing equipment provider (merchant acquirer) as a minimum of a Level II merchant with the ability to pass along tax, shipping and merchant references information.
- 3. Electronic Funds Transfer (EFT) by Automated Clearing House (ACH). Standard terms are net 30 for this payment method.
- 4. Check or other cash equivalent. Standard terms are net 30 for this payment method.
- B. The City's preferred method of payment is by ePayables (Payment Plus) followed by credit card (aka procurement card). Suppliers may be required to have the capability of accepting the City's ePayables or credit card methods of payment.
- C. The City, in its sole discretion, will determine the method of payment for goods and/or services as part of the Contract.

#### **1.45 NOTICES**

Unless otherwise specified, except for routine operational communications, which may be delivered personally or transmitted by electronic mail, all notices required by the Contract shall be in writing and shall be deemed to have been duly given if delivered personally or mailed first-class mail, postage prepaid, to Supplier's registered agent and to the applicable City department representative.

#### **1.46 INDEPENDENT CONTRACTOR STATUS**

- A. Supplier is considered an independent contractor who shall at all times perform his/her duties and responsibilities and carry out all services as an independent contractor and shall never represent or construe his/her status to be that of an agent or employee of the City, nor shall Supplier be eligible for any employee benefits. No payroll or employment taxes or contributions of any kind shall be withheld or paid by the City with respect to payments to Supplier. Supplier shall be solely responsible for all said payroll or employment taxes and/or contributions including, but not limited to, FICA, FUTA, federal income tax, state personal income tax, state disability insurance tax and state unemployment insurance tax. If the City is assessed, made liable or responsible in any manner for such taxes or contributions, Supplier agrees to indemnify and hold the City harmless from all costs incurred, including attorney fees.
- B. Unless otherwise specified in writing, Supplier shall provide at its sole expense all materials, working space, and other necessities and instruments to perform its duties under the Contract. Supplier, at its sole expense, shall obtain and keep in force any and all applicable licenses, permits and tax certificates necessary to perform the Contract.

#### **1.47 NONDISCRIMINATION**

Supplier agrees to take all steps necessary to comply with all federal, state, and City laws and policies regarding non-discrimination and equal employment opportunities. Supplier shall not discriminate in any employment action because of race, religion, color, national origin or ancestry, sex, gender identity, sexual orientation, age, marital status, familial status, or the presence of any sensory, mental, or physical handicap. In the event of non-compliance by Supplier with any of the non-discrimination provisions of the Contract, the City shall be deemed to have cause to terminate the Contract, in whole or in part.

#### **1.48 REPORTS, RIGHT TO AUDIT, PERSONNEL**

- A. Reports. Supplier shall, at such times and in such form as the City may reasonably require, furnish the City with periodic status reports pertaining to the services undertaken or goods provided pursuant to the Contract.

- B. Right to Audit. Upon City's request, Supplier shall make available to City all accounts, records and documents related to the scope of work for City's inspection, auditing, or evaluation during normal business hours as reasonably needed by City to assess performance, compliance and/or quality assurance under the Contract or in satisfaction of City's public disclosure obligations as applicable.
- C. Personnel. If before, during, or after the execution of a Contract, Supplier has represented or represents to the City that certain personnel would or will be responsible for performing services pursuant to the Contract, then Supplier is obligated to ensure that said personnel perform said Contract services to the maximum extent permitted by law. Substantial organizational or personnel changes within Supplier's firm are expected to be communicated to City immediately. Failure to do so could result in termination of the Contract. This provision shall only be waived by written authorization by the City, and on a case-by-case basis.

#### **1.49 INSURANCE**

- A. During the course and performance of a Contract, Supplier will provide proof and maintain the insurance coverage in the amounts and in the manner specified in the City of Tacoma Insurance Requirements as is applicable to the services, products, and deliverables provided under the Contract. The City of Tacoma Insurance Requirements document, if issued, is fully incorporated into the Contract by reference.
- B. Failure by City to identify a deficiency in the insurance documentation provided by Contractor or failure of City to demand verification of coverage or compliance by Contractor with these insurance requirements shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

#### **1.50 INDEMNIFICATION – HOLD HARMLESS**

- A. Supplier agrees to indemnify, defend, and hold harmless the City of Tacoma, its officers, agents and employees, from and against any and all liability which may accrue to or be sustained by the City of Tacoma for any claim, suit or legal action made or brought against the City for the death of or injury to persons (including Supplier's or subcontractor's employees), or damage to property involving Supplier or subcontractor(s) and their employees or agents, or for any other cause arising out of and in connection with or incident to the performance of the Contract, except for injuries or damages caused by the sole negligence of the City. In this regard, Supplier recognizes it is waiving immunity under Industrial Insurance Law, Title 51 RCW. This indemnification includes attorney's fees and the cost of establishing the right to indemnification hereunder in favor of the City of Tacoma. By Supplier's acceptance of this order, he/she agrees that this subsection has been mutually negotiated.
- B. These indemnifications shall survive the termination of a Contract.

#### **1.51 CONFLICT OF INTEREST**

No officer, employee, or agent of the City, nor any member of the immediate family of any such officer, employee or agent as defined by City ordinance, shall have any personal financial interest, direct or indirect, in a Contract, either in fact or in appearance. Supplier shall comply with all federal, state, and City conflict of interest laws, statutes, and regulations. Supplier represents that Supplier presently has no interest and shall not acquire any interest, direct or indirect, in the program to which the Contract pertains that would conflict in any manner or degree with the performance of Supplier's services and obligations hereunder. Supplier further covenants that, in performance of a Contract, no person having any such interest shall be employed. Supplier also agrees that its violation of the City's Code of Ethics contained in Chapter 1.46 of the Tacoma Municipal Code shall constitute a breach of Contract subjecting the Contract to termination.

#### **1.52 CITY OWNERSHIP OF WORK/RIGHTS IN DATA/PUBLICATIONS**

- A. To the extent that Supplier creates any work subject to the protections of the Copyright Act (Title 17 U.S.C.) in its performance of a Contract, Supplier agrees to the following: The work has been specially ordered and commissioned by the City. Supplier agrees that the work is a "work made for hire" for copyright purposes, with all copyrights in the work owned by City. To the extent that the work does not qualify as a work made for hire under applicable law, and to the extent that the work includes material subject to copyright, Supplier hereby assigns to City, its successors and assigns, all right, title and interest in and to the work, including but not limited to, all copyrights, patent, trade secret and other proprietary rights, and all rights, title and interest in and to any inventions and designs embodied in the work or developed during the course of Supplier's creation of the work.

- B. Supplier shall be solely responsible for obtaining releases and/or licenses for the reproduction, distribution, creation of derivative works, performance, display, or other use of copyrighted materials. Should Supplier fail to obtain said releases and/or licenses, Supplier shall indemnify, defend, and hold harmless the City for any claim resulting there from.

#### **1.53 DUTY OF CONFIDENTIALITY**

Supplier acknowledges that unauthorized disclosure of information or documentation concerning the Scope of Work hereunder may cause substantial economic loss or harm to the City except for disclosure of information and documents to Supplier's employees, agents, or subcontractors who have a substantial need to know such information in connection with Supplier's performance of obligations under the Contract. Supplier shall not, without prior written authorization by the City allow the release, dissemination, distribution, sharing, or other publication or disclosure of information or documentation obtained, discovered, shared or produced pursuant to a Contract.

#### **1.54 DISPUTE RESOLUTION**

In the event of a dispute pertaining to ta Contract, the parties agree to attempt to negotiate in good faith an acceptable resolution. If a resolution cannot be negotiated, then the parties agree to submit the dispute to voluntary non-binding mediation before pursuing other remedies. This provision does not limit the City's right to terminate.

#### **1.55 GOVERNING LAW AND VENUE**

- A. Washington law shall govern the interpretation of the Contract. The state or federal courts located in Pierce County Washington shall be the sole venue of any mediation, arbitration, or litigation arising out of the Contract.
- B. Respondents providing submittals from outside the legal jurisdiction of the United States of America will be subject to Tacoma's City Attorney's Office (CAO) opinion as to the viability of possible litigation pursuant to a contract resulting from this Specification. If it is the opinion of the CAO that any possible litigation would be beyond reasonable cost and/or enforcement, the submittal may be excluded from evaluation.

#### **1.56 ASSIGNMENT**

Supplier shall not assign, subcontract, delegate or transfer any obligation, interest or claim to or under the Contract without the prior written consent of the City.

#### **1.57 WAIVER**

A waiver or failure by either party to enforce any provision of the contract shall not be construed as a continuing waiver of such provisions, nor shall the same constitute a waiver of any other provision of the Contract.

#### **1.58 SEVERABILITY AND SURVIVAL**

If any term, condition or provision herein or incorporated by reference is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of the Contract, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of the Contract, shall survive termination of the Contract.

#### **1.59 NO CITY LIABILITY**

Neither the City, its officials, staff, agents, employees, representatives, or consultants will be liable for any claims or damages resulting from any aspect of this procurement process.

#### **1.60 SIGNATURES**

A signed copy of Submittals, Contract documents, including but not limited to contract amendments, contract exhibits, task orders, statements of work and other such Contract related documents, delivered by email or



other means of electronic transmission including by using a third party service, which service is provided primarily for the electronic execution of electronic records, shall be deemed to have the same legal effect as delivery of an original signed copy.